179.

SUPREME COURT OF THE UNITED STATES.

No. 113.

JOSHUA KENNEDY'S EXECUTORS ET AL., PLAINTIFFS IN ERROR,

vs.

LESSEE OF JON'N HUNT, JOHN HAGAN & AL.

IN ERROR TO THE SUPREME COURT OF THE STATE OF ALABAMA.

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J. & G. S. Gideon, printers.

The State of Alabama, to the clerk of the circuit court of Mobile county, greeting:

Whereas it is represented, that in the record and proceedings of a cause tried and determined at a circuit court, begun and held for the county of Mobile, on the 4th Monday after the 3d Monday of March, A. D. 1843, wherein John Doe, on the demise of Hunt, Hagan et al., were plaintiffs, and Richard Roe, Hallet and Walker, executors, et al., are defendants, manifest error hath intervened to the damage of the said defendants. Therefore we command you to send certified, under your hand and official seal, a transcript of the record in said cause, to the judges of your supreme court at a term thereof to be holden on the first Monday of January, next, that if error there be, the same may be corrected. Witness Augustus Brooks, clerk of your said circuit court, at office, this 19th day of December, A. D. 1843, &c.

Attest: A. BROOKS, *Clerk*.

Issued 19th day of December, 1843.

The State of Alabama, to any sheriff of the State of Alabama, greeting:

Whereas, at a circuit court begun and held for the county of Mobile, on the 4th Monday after the 3d Monday, A. D. 1843, John Doe, on the demise of Hunt, Hagan et al., recovered a judgment against Richard Roe, Hallett and Walker, executors, et al., tenants in possession, for certain lands and costs of suit, to reverse which judgment the said defendants obtained a writ of error, returnable to the next term of the supreme court, to be holden on the first Monday of January next. Therefore we command you that without delay you make the same known to the said John Doe, Hunt, Hagan et al., and Campbell and Chandler, their attorneys. Witness Augustus Brooks, clerk of our said circuit court, at office, this 19th day of December, A. D. 1843, &c.

A. BROOKS, *Clerk*.

Issued 19th day of December, 1843.

Return. Received 19th December, 1843, and on the same day I served a copy of the within citation on Messrs. Campbell and Chandler.

C. BANCROFT, *Sheriff, M. C.*
By M. J. D. BALDWIN, *Deputy Sheriff*.

STATE OF ALABAMA, county of Mobile.

Pleas before the honorable John Bragg, judge of the circuit court of Mobile, in and for the county of Mobile, on the fourth Monday after the 3d Monday of March, 1843.

Be it remembered, that before said court the following proceedings were had, viz:

THE STATE OF ALABAMA, Mobile county.

I, Augustus Brooks, clerk of the circuit court for Mobile county, and State of Alabama, do hereby certify, that the foregoing is a full and complete transcript of all the proceedings had in the above entitled cause, as the same remains of record in my office.

In testimony whereof, I have hereunto set my hand, and affixed the [SEAL.] seal of the said court at office, this 20th day of December, A. D. 1843.

A. BROOKS, *Clerk*.

Note. The transcript attached to the foregoing, withdrawn by consent, and the following substituted.

STATE OF ALABAMA, Mobile county.

Circuit court, at November term, 1842.

John Doe, by his attorney, complains of Richard Roe, in custody, &c., of a plea, wherefore the defendant entered upon a parcel of land in his possession, in the county of Mobile, and expelled and ejected the said plaintiff therefrom. For that the said plaintiff, on the first day of January, 1834, was in possession of a certain parcel of land situate in the city of Mobile, county and State aforesaid, and which parcel of land is in the form of a triangle, and is bounded north by State street, one of the streets of said city, and is bounded east by the channel of the river Mobile, and bounded south by a line running from the intersection of the southern boundary line of the Orange or Poplar Grove tract, with the south side of State street, and continued from thence across the iron bound stake in square (206,) according to the map of Latourette of the city, and continued from thence in a straight line to the channel of the river Mobile; the said south line being a continuation, to the channel of the river of Mobile, of the south line of the Orange Grove tract, as laid down on the map of the city of Mobile; which parcel of land contains ten acres more or less; and for that the said plaintiff was possessed of the said parcel of land for a term unexpired, and any by virtue of a joint and several demise from Philip McLosky, Jonathan Hunt, John Hagan, Henry Hitchcock, James Hopkins, John Bloodgood and Henry Bright, by which they, the said McLoskey, Hunt, Hagan, Hitchcock, Hopkins, Bloodgood and Bright, did then and there, on the day and year aforesaid, jointly and severally, demise to the said plaintiff, the said parcel of land above described, for the full term of ninety-nine years, fully to be completed and ended, commencing on the day and year aforesaid; and from thence, under which said joint demise, and under the demises of each of the said parties, the said plaintiff then and there entered and was possessed as aforesaid; and being so possessed, the said defendant afterwards with force and arms, on the first day of January, 1835, at the county aforesaid, did enter upon the said lands while the plaintiff was so in possession, and

did eject and expel him therefrom, and has detained the same from thence hitherto, to the great damage of the plaintiff, and against the peace and dignity of the State of Alabama.

And for that also, on the thirtieth day of April, A. D. eighteen hundred and thirty-five, (1835,) the said plaintiff was in possession of the said lands under a joint and several demise from Philip McLoskey, John Hagan, James Hopkins, Jonathan Hunt, George Poe, jr., John Bloodgood, Abner S. Lipscomb, Henry Bright, and Henry Goldthwaite, by virtue of which joint and several demise, the said party was to have and to hold the said lands aforesaid, for the term of eighty-one years, to commence on the said thirtieth day of April, 1835, and to continue from thence for the full term of eighty-one years; and the said plaintiff being so in possession as aforesaid, for the term aforesaid, the said defendant then and there, with force and arms, did enter upon the possession of the said plaintiff, and did eject and expel him from the said term, and has detained the said parcel of land against him from thence hitherto.

And for that also, the said plaintiff, on the first day of April, A. D. 1841, was in the possession of the said lands under and by virtue of a demise from Calvin Norris, James Magee, and Thomas W. McCoy, by which the said plaintiff was to have the said parcel of land for the full term of fifty years, commencing on the said first day of April, and from thence fully to be complete and ended; and the said plaintiff being so in possession of the lands aforesaid, for the term aforesaid, under and by virtue of the demise aforesaid, the said Richard Roe did then and there enter upon the said parcel of land, and did expel the said plaintiff therefrom, and has detained the same from thence hitherto.

And for that also, the said plaintiff, on the first day of November, A. D. 1841, was in the possession of the said parcel of land under and by virtue of a demise from Jonathan Hunt, John Hagan, James Magee, James Hopkins, Alexander Gordon, John A. Campbell, Daniel Chandler, and Samuel M. Ogden, the President and Directors and Company of the Bank of the United States, the President, Directors and Company of the Girard Bank, Adam Hollinger, John Bloodgood, Henry Bright, George Poe, jr., the Branch of the Bank of the State of Alabama, at Mobile, John W. Lane and Philip McCloskey, who jointly and severally demised the said parcel of land to the said plaintiff for the term of fifty years, to commence on the day and year last aforesaid, and from thence next ensuing; and the said plaintiff being so possessed as aforesaid, for the term aforesaid, the said defendant then and there, with force and arms, entered upon the said possession of the plaintiff, and ejected and expelled him therefrom, and has detained the same from thence.

And for that whereas the said plaintiff, on the first day of January, 1836, was in the possession of the said lands under and by virtue of a demise from Calvin Norris, Thomas W. McCoy, and James Magee, for the term of fifty years, and being so possessed, under the demise aforesaid, the said defendant, with force and arms, entered upon the same, and for the time aforesaid ejected and expelled the said plaintiff,

and other wrongs then and there did to the great wrong and injury of the said plaintiff, to his damage fifty thousand dollars, and against the peace and dignity of the State of Alabama.

CAMPBELL & CHANDLER,
Attorneys for plaintiff.

To A. J. Jude, Charles A. Gilbert, John Cartright, John Nicholls, B. Lefon, alias Lafond, George Patterson, George Patterson & Co., William R. Hallett, and Robert Walker.

GENTLEMEN: I am informed that you are in the possession of the lands described in the declaration of the ejectment aforesaid, and that you claim some title in the property; I have no title, and my possession is that of a casual ejector. I cannot make any defence against this action. The next term of the circuit court of Mobile county will be the trial term at which I shall make default, and under the judgment against me you will be turned out of possession. I therefore recommend to you to cause yourself to be made defendant in my stead.

RICHARD ROE.

Received 7th April, 1842, and on the first day of April, 1842, I served a copy of the within notice and declaration on William R. Hallett, and on A. J. Jude, on the 4th May, 1842; the other defendants not found for want of time.

4th May, 1842.

GEORGE HUGGINS,
Sheriff of Mobile county.
By M. J. D. BALDWIN,
Deputy Sheriff.

And on the 4th May, 1843, being a day of the spring term, 1843, the following verdict was rendered:

JOHN DOE, on the demise of Philip McLoskey, Jonathan Hunt, John Hagan, Henry Hitchcock, James Hopkins, John Bloodgood and Henry Bright.

vs.

RICHARD ROE, William R. Hallett and Robert L. Walker, ex'rs. of Joshua Kennedy, James Campbell, Daniel E. Hall and wife, Jesse Carter and wife, Martha M. Kennedy & Joseph S. Kennedy.

This day came James Campbell, and admitted he is in possession of the land in the declaration, bounded south by St. Anthony street, and measuring one hundred feet north from St. Anthony street, and measuring one hundred feet north, on the east side of Water street, extending with that width east, across Commerce street, to the channel of the river; bounded south by St. Anthony street, and west by Water street, and east by the channel of the river Mobile, and confesses lease, entry and ouster of the plaintiff from said premises, and agrees to plead not guilty, and insist on his title; and Daniel E. Hall and wife, Jesse Car-

ter and wife, Joseph E. Kennedy, and Martha M. Kennedy, heirs of William E. Kennedy, say, that for three months past they have been in possession of the lands in the declaration mentioned on the west side of Water street, and included in the lines in the plaintiff's declaration mentioned, and Water street; also the land in the declaration mentioned, bounded by Commerce street, of the city of Mobile, on the west, by lands claimed by James Campbell aforesaid on the south, extending north towards State street, one hundred and five feet along the east line of Commerce street, and from that point in a line parallel to State street, eastwardly, to the channel of the river; bounded by the channel on the east; and they further say, that they derive possession from the said Hallett and Walker, who had the same at the date of the service of the writ. The said parties confess lease, entry, and ouster of the plaintiff, from the said premises, and agree to go to trial on the plea of not guilty. And William R. Hallett and Robert L. Walker, come into court and say, they were in possession of all the within property in the declaration mentioned at the date of the service of the writ, and agree to confess lease, entry, and ouster of the plaintiff, from the lands aforesaid, to plead not guilty, and go to trial on the title merely. Whereupon the court orders that the said parties be admitted as defendants in place of Richard Roe, and that they be permitted to defend the premises for which they make claim as aforesaid; and thereupon came a jury of good and lawful men, Charles C. Hazard, and eleven others, good and lawful men, who being elected, tried, and sworn to try the issues joined between the parties, on their oaths do say: we find defendant Campbell not guilty, and the other defendants guilty; and find the plaintiff's land to commence on the extension of the Orange Grove line, as described in the declaration, fifty feet westwardly from the west side of Water street, measured on that line, and running from thence to the channel of the river, north 70 degrees east; thence along the channel of the river, to the north line, as described in the declaration; and from thence along that line to the intersection of the south line of the Orange Grove tract, as it passes through the iron bound stake. Whereupon it is considered by the court that the defendant Campbell go hence without a day, and recover of the lessees of the plaintiff his costs. Whereupon it is considered by the court that the plaintiffs recover of the defendants aforesaid, respectively, the remainder of his unexpired terms in the premises specified in the said verdict, and the costs of the said plaintiff by him expended about their said suit; and it is ordered by the court that the plaintiff be allowed a writ of habere facias possessionem to entitle him to obtain possession of the said lands, which writ is to be made returnable according to law.

DOE on demise of J. Hunt, et al.
vs.
HALLETT & WALKER, executors, et al.

Ejectment, circuit court of Mobile county, spring term, 1843.

Be it remembered, that on the trial of this cause, the plaintiffs claim

ed to recover a piece of ground, and ground covered with water, in the shape of a triangle marked in the plat herewith, No. 1, by the letters A, B, C, which they claimed as a part of the Orange Grove tract; the defendants claimed that it was within or appurtenant to the Price Grant, and the question was as to where the line of division of the two tracts was, and how far the title of each extended on the *east*, and what were the riparian rights of each.

To prove title the plaintiffs gave in evidence their Spanish title, and the confirmation thereof; translation and copies of which are herewith, marked 2, 3.

For the plaintiffs, James Innerarity deposed, that John Forbes & Co. were, to his personal knowledge, in possession of the said Orange Grove tract as far back as 1802, and before that from information; that the south boundary of said tract was, as he understood and believed, the line now claimed by *by* the plaintiffs; that in Spanish times there was a house and field, occupied by John Forbes & Co., at some distance north of the said south boundary line, and that at the south boundary line there was no cultivation, inclosure, or improvements, but that there was a line marked on trees from the edge of the highland running back, which he understood was a line which had been run and marked by Collins, the Spanish surveyor, and that Forbes & Co. claimed to that line; that along that line there was a cart road which ran from the edge of the highland back some distance, and then turned off to go to the plantation; that he considered Forbes & Co. in possession to that line, although it was in the woods, and not actually occupied by improvements. He further deposed that in front of the house and field, and at some distance above the lands sued for, a part of the low ground was reclaimed and ditched to the river and used as a rice field, but since abandoned; also, that there was a stake at the edge of the highland on the south line, which was at the place which he pointed out to Mr. Henshaw.

The plaintiffs introduced A. Henshaw, who proved a survey made by himself for the plaintiffs in the year 1832, which was given in evidence; a copy of which is herewith, marked No. He deposed to the courses and distances marked on the map made by him; he said that he commenced on the south line at the stake, as shewn to him by Mr. Innerarity, at the edge of the highland, and ran back to the southwest corner place, but found there no corner nor marked trees; there was an old pine stump not far off, and it was the only one about there; that he found the northwest corner and the north boundary line distinctly marked; the laurel at the northwest corner was marked with Collins' survey marks. The south boundary line was at a greater distance than one hundred and forty French perches from the north boundary line, as shewn in his plat. In running out the south boundary line to the river, he went much beyond the iron bound stake, to Kennedy's wharf, and to the channel; that he could not get to the point at the channel, the water being too deep, but he calculated it geometrically. He considered the outer edge of the drift wood as indicating the course of the

river, and this was according to his survey north 13° west, and his survey contains acres.

The plaintiffs gave in evidence a map reported by Lewis Troost, and made pursuant to an order of survey made in the cause, in which the lands in controversy were laid down, and proved the distances, courses, and contents as therein shewn; a copy of which is herewith, marked No.

By said Troost it was proved that the Paris perch was equal to $19\frac{17}{100}$ English feet; that ten perches on each side, or one hundred square perches, were an arpent; that an English chain is sixty-six English feet, and is divided into one hundred links; that an acre is one thousand links on each side, or one hundred thousand square links; and that arpens are equal to acres.

The Forbes' grant consisted, as shewn by the map of Troost, principally of highland; that in front of this highland was a flat or swamp of wet and muddy land, of hard bottom, and formerly covered with timber; that in front of this is a marsh, grown up with marsh grass and flags, and soft mud, and now generally covered with water, and without timber; and that in front of this marsh is the clear water of the river, and that at some distance out in the water was what is the channel of navigation of the river, where the water is 19 or 20 feet deep.

The plaintiffs introduced witnesses to shew that the outer edge of the marsh, which they insisted was the low water mark, was at or below where Water street now is.

The plaintiffs deduced title to themselves from John Forbes & Co. by mesne conveyances, under which they claimed title. They did not give in evidence, nor rely on any location of their title by the authority of the Government of the United States, and claimed to hold by virtue of their title as proved, and not to be limited or bound by any United States survey or location of their claim.

The defendants claim title under Thomas Price, and gave in evidence a Spanish title to Price, with the evidences of the confirmation of said title by the Government of the United States, surveys, location, certificates, reports, and patents, issued by the United States to Joshua Kennedy, copies of which are herewith, marked No. and produced proof that said Price had conveyed to Wm. E. Kennedy, and Wm. E. Kennedy to Joshua Kennedy, and a devise of Joshua Kennedy to the defendants Hallett & Walker; also that Price, Wm. E. Kennedy, Joshua Kennedy, and the said defendants were in the possession of the said Price grant, and that they had made improvements on it.

The defendants offered proof conducing to shew that at the time of the grants to Price and to Forbes & Co. the ordinary high tide flowed further westwardly than where the iron bound stake was, and that the place of the ordinary low tide was where the iron bound stake is; that since then the land of the flats has been filled up by deposits, by washing of the upland, and by artificial filling up and labour, and is now raised out of the water and built on, and wharves and streets have been made, as shewn in the map; that formerly the high water came to the foot of the upland, and still now does so at places not filled up, above

the improved portion of the land; and that at very low tides the whole marsh is uncovered; that the ordinary tide of the bay is two or three feet, and that the extremes of high and low water are five or six feet, depending upon the winds and seasons. Also, they offered evidence conducing to shew that the true line between the Price grant and Orange Grove line, in Spanish times, was one hundred and thirty feet north of where it is now laid down by the survey of Weakley.

The defendants produced copies from the records of the Land Office of the claim for confirmation of the Orange Grove title made by John Forbes & Co. who then owned it, and under which application the said title was confirmed; a copy of which claim and title, as recorded in the Land Office, is herewith, marked No.

The defendants also produced evidence that the plaintiffs' title was located and surveyed by the authority of the United States under the confirmation, and that a survey had been made by James Dowell, surveyor of the United States, and also by James H. Weakly, surveyor general of the U. States for Alabama, of the two tracts and of the line of division between them, which surveys are herewith, No. and are protracted on Troost's map; and proved that the iron bound stake is at the place marked by Weakley's survey as the northeast corner of the Price grant and southeast corner of the Orange Grove tract, as located by the United States, and as being at the place where the ordinary tide flowed in Spanish times.

The defendants offered in evidence a survey, made by Henshaw as surveyor of the U. States, of the *the* plaintiffs' land, a copy of which is herewith, marked No. and proved that by the survey thus made the plaintiffs' land contained more land than the title called for; and the Price grant, as located by the United States, contained less land by acres than the title called for.

The defendants offered in evidence a correspondence and report of James H. Weakley, the surveyor general, and other public documents of the Land Office, in relation to the location and survey of plaintiffs' claim, copies of which are herewith, marked No. These documents were objected to by the plaintiffs as being irrelevant, on the ground that theirs was a confirmed and complete title, which could not be affected by any survey of the United States; which objection was sustained, and the evidence rejected.

Upon this evidence the court charged the jury, that the title of the plaintiffs being confirmed as a complete title, their title was not and could not be affected or limited by any survey made by the authority of the United States, and they were not bound by any such survey. That a location and survey by the United States' authorities was not necessary to entitle them to recover against the defendants; but they would, by virtue of the Spanish title and the confirmation by the United States, be entitled to all the land within the operation of that title, and that they might prove by general evidence what was the location and situation of the land according to the title itself, and would take accordingly.

Further, that the construction of the plaintiffs' grant would entitle the

plaintiffs to go to the channel of the river, and that the north and south boundaries of the plaintiffs' grant must be run and continued eastwardly, and in a straight line, till they reach the channel of the river, and across the flats or low land. That by the channel of the river is meant the line of the ordinary low water or tide at the time of the Spanish grant.

That the jury should find from the evidence where the south boundary of the plaintiffs' title was from the title and proof, without any regard to Weakley's survey, or any other survey of the United States, and continue said boundary to the channel; and that from that point the law would give to each party the water rights in front of his land, by drawing the straightest and nearest line to the channel, and dividing the increase or loss between them, if any, by the curve of the river; but that all to the westward of low water mark at the time of the Spanish grant, and northward of the south boundary line extended straight in continuation of its course on the upland, was within the plaintiffs' grant, and they would be entitled to recover accordingly.

The defendants requested the court to instruct the jury:

That the construction of the Spanish grant to Forbes & Co. was, that it extended eastwardly to the river, and that it entitled the plaintiffs to hold the title to the soil to the line of the ordinary high tide at the time of the grant, together with all the land actually reclaimed by art at that time, and the natural increase, if any, by gradual alluvial deposites since, if any, in front of the grant, and no more; and that their right to extend below the high tide line and reclaimed land, if any, existed only as appertenant and as riparian right; and that the location of the portion held by such riparious right was not governed by the course of the lines on the upland, but by the extent of front on the river.

That if the jury believe the defendants had shewn title under the Spanish grant, and that the same was confirmed and located by the Government of the United States, and that the northeast boundary, as called for by the patent and Spanish survey, was at the place where the iron bound stake was, that the defendants were entitled to hold by virtue of their title to that point, and by virtue of the riparious right appertaining thereto, to hold the water privileges in front of their land from that point directly to the channel, or in proper proportion to their front; and that the title of the plaintiffs, without any proof of location under the United States, or survey by its authority, could not interfere in front of defendants' land, and their lines could not be extended in front of defendants' by virtue of their grant, and that they could not under it recover of the defendants.

That the Spanish grant to Forbes & Co. could not prevail against that of Price, if even they conflicted, if that of Price was located and patented by the U. States, and that of Forbes & Co. was not.

That if the jury believed the line of division between the Forbes & Price grants was drawn by authority of the United States, and surveyed and patented to Price's assigns, and being a United States survey and location of both tracts, that such survey was binding on the plaintiffs,

and the said two titles would cease where such survey ceased to the east, and the riparious rights would commence where such survey ceased, according to the front of each.

That if the plaintiffs rely on the location according to their Spanish title, and without the aid of any survey by the United States' authorities, and if the location of the north line was ascertained and uncontroverted, and the northwest corner recognised, and no corners ascertained or found on the south line, that the plaintiffs could not come to the south for their boundary a greater distance than one hundred and forty perches, and were bound by the distance of the breadth called for by their Spanish survey and grant, and could not recover land beyond that distance, by virtue of said title, against the defendants.

That the title granted by the Spanish government to John Forbes & Co. in front of the English grant is not confirmed by the laws of the United States under the claim made for confirmation, according to the records certified from the Land Office, as shewn in evidence, and cannot, as against the defendants, stand before the court as a confirmed title. *All* which instructions the *court overruled.*

To all which decisions of the court, made in the rejection of evidence offered by the defendants, in the charges given by the court and in the instructions requested by the defendants as above stated, the defendants except, and pray this to be sealed as a bill of exceptions, which is accordingly done.

Signed, J. BRAGG. [SEAL.]

[For map, see original.]

True copy of the original Spanish title to the Orange Grove tract, as given in evidence by the plaintiffs in the circuit court of Mobile.

[For map, see original.]

Dn. Vincente Sebastian Pintado, agrimensor general de la Florida occidental.

Certifico, que por los documentoes anexos al expediente promovido por Dn. Juan Forbes, socio de la casa de los S'nes Panton, Leslie y Compañia, que sigue ahora baxo la firma de Forbes y Compañia, solicitandose le despachase titulo en forma de un terrena de doscientos sesenta y tres acres Ingleses de superficie, en el distrito de la Mobila, consta que d'ha casa estaba en posecion de el, por haber lo comprado Dn. Guillermo Panton de Guillermo Richardson, segun escrituras Inglesas otorgadas en veinte y tres y veinte y quatro de Marzo, de mil setecientos setenta y quatro, y el q'l parece que fué concedido al d'ho Richardson por el gobierno Britanico, en nueve de Enero, de mil setecientos sesenta y siete, cuyos doscientos sesenta y tres acres Ingleses, reducidos à la medida geodetica de esta provincia componen trescientos diez arpanes setenta y sieté perchas y un octavo do Paris, contando diez y ocho

pies lineales de la misma ciudad por percha linéal, y cien perchas planas por arpan de area, segun costumbra recivida y establecida en esta y la retrocedida provincia de la Louisiana. Y por la diligencia de apeà despachada en doce de Mayo, de mil ochocientos dos por Dn. José Collins, diputado de me antesesor el Capitan Dn. Carlos Trudeau, consta q. está situado en el antedicho distrito y lado occidental del rio de la Mobila à un quarto de legua poco mas ô menos, al N. del Fuerte, terminandose en la orilla del d'ho rio por la parte oriental, y lindado por la septentrional con tierras de Jeremias Terry, q'l dicen ser ahora réalengas; por la meridional con tierras vacantes y con un solar perteneciente à la misma casa, segun informex y por la occidental con tierras de Genoveva Fisher, y otras que dicen ser del real dominio; y aunque en el plano que antecede, copiado del original que formó el citado Collins anexo al d'ho expediente y diligencia se halla errada la reduccion de acres à arpanes, pues supone doscientos ochenta de estos ultimos iguales á los doscientos sesenta y tres de los primeros, como tambien lo està la superficie del trapezia que representa el terreno, que segun sus dimenciones contiene doscientos ochenta y siete arpanes, deve entendirse en todos tiempos para evitar perjuicio à los interesados, que los doscientos sesenta y tres acres Ingleses, son iguales à los trescientos diez arpanes setenta y siete perchas y un octavo antedichas; y que la distancia que se advierte en el plano desde el rio hasta los limites del terreno que se dexó en aquel tiempo por ser intrancitable sirva ahora que los interesados han hecho los malecones y desagues nesesarios de compensacion à la citada falta, con la reserva de lo que se nesesite para el paso libre p'r la orilla del rio, sin alterar la figura del terreno por los otros lados.

Y en conformidad del ante provehido en quatro del corriente por el S'or Dn. Juan Ventura Morales, intendante y superintendente general subdelegado en esta provincia, juez de arribadas, tierras y solares réalengos, por el que se manda despachar á favor de la d'ha casa el titulo de amparo que solicita, doy este para unir à el en la plaza de Pansacola, à los catorce dias del mes de Septiembre, de mil ochocientos y siete años.

VICENTE SEBA'N PINTADO.

Queda registrado en el libro VII, fol. 33 y vuelta.
No. 1809, Panzacola, f'ha. ut supra.

VICENTE SEBA'N PINTADO.

Dn. Juan Ventura Morales, intendente interino de esta provincia de la Florida occidental, y superintendente general, subdelegado en ella, juez de arribadas de tierras y solares realengos, &c.

Por quanto por parte de D'n Juan Forbes, vecino de esta plaza, y socio de la casa de Panton, Leslie y Compañia, que sigue actualmente con real permiso el comercio Indio de esta provincia vajo el nombre del mismo Forbes y Compañia, se hizo presente por instancia, en el tribunal de esta intendencia, que desde Sept're, de mil setecientos noventa y seis, promovió expediente en la comandancia de Movila, sobre un lienzo de tierra que su compañero Dn. Guillermo Panton, compró à Guillermo Richardson, que igualmente repitió en

Mayo, de mil ochocientos dos á fin de que se les diese la posecion en forma de la tierra expresada, que tienen establecida y cultivan desde el citado año de noventa y seis. Cuias diligencias presentó en testimonio con el plano figurativo, formado por el ayudante de agrimensor Dn. Jose Collins, y se encuentran en el expediente desde foxas p'a hasta la quinta inclusiva, y por decreto de veinte y cinco de Septiembre, del año proximo pasado, se mandó dar vista al señor ministro fiscal de réal hacienda, quien en representacion de veinte y uno de Octobre, del mismo año, fundó su parecer, á que se adhiriese à la solicitud de dichos interesados en los terminos prescritos en el reglamento y que registrado la diligencia de apeo por el agrimensor réal, se les proviese el titulo correspondente, y en providencia del mismo dia se pidieron los autos expidiendose en veinte de Febrero, del corriente año, la de que se pusiese testimonio del auto de diez y seis del dicho mes sobre dar curso à este y otros expedientes de tierras promovidos por la casa de dichos interesados, y se les hiciese saber presentasen los documentos a que se refiere el testimonio de foxas dos y demas que accrediten el transito del terreno del dominio real al privado y compulsado el testimonio presentó Dn. Juan Forbes los precitados documentos en idioma Ingles, con un traducion al Español hecha por el interprete publico Dn. Andres Fernandez, instando de nuevo para que se le ampare en la posecion y despacho el titulo, y por decreto de nueve de Marzo se mandó al referido interprete reconociese dicha traducion vajo de juramento y diese vista al señor ministro fiscal que expuso en representacion de seis de Abril ultimo, necesitaba tener presente el articulo del tratado de paz, que se hizo p'r la conquista de esta plaza, relativo à las propriedades que podian enagenar los vasallos Britanicos la prorraga que se les concedió y qualesquiera otra orden real sobre la materia; lo que acordó el tribunal, mandando se pusiese testimonio del citado articulo y de la r'l orden en que se prorrogó á los habitantes el termino de su salida, y bolviese el expediente á la vista fiscal. Copiado el referido articulo, y agregada la copia de la real orden presentó Forbes, con dos instancias testimonios la salvaguardia que dió el gobernador y comandante general de Sn. Augustin de Florida á su compañero Dn. Juan Leslie, en dos de Juino, de mil ochocientos y cinco, para resguardo del Almacen establecido para la com'a en las immediaciones de Apalaches, y una informacion producida ante el comandante de la plaza de Movila, tendente á justificar la propriedad de dicha tierra desde el tiempo de la dominacion de los Ingleses, de cuios documentos reunidos al expediente se dio vista al s'or ministro fiscal, por decreto de seis de Abril ultimo, y con la contextacion que dió en primero del corriente mes, pedidos los autos concitacion para la providencia que huviese lugar con parecer del s'or asesor interimo de esta intendencia provei en quatro del presente mes; lo que sigue: "Vistos con lo representado por el señor ministro fiscal de real hacienda, y estando justificada la legitima adquisicion del terreno que comprehende el plana de foxas primera de doscientos sesenta y tres arpanes Ingleses superficiales hecha por D'n Guillermo Panton en tiempo en que esta provincia pertenecia al gobierno Britanico, y la legal y publica posecion de su cau-

sante D'n Guillermo Richardson, y á consequencia de lo declarado por este tribunal en auto de diez y seis de Febrero ultimo, sobre no dever obstar la qualidad de estrangeros de los individuos de la casa de Panton, Leslie y Compañia, y hoy de D'n Juan Forbes y Comp'a, al curso y determinacion legal de este, é iguales expedientes; se declara que este casa debe ser amparada como por el presente se le ampara en la posecion del sobre dicho paño de tierra, para que en ningun tiempo pueda ser molestada ni turbada en ella por causa de realengo: en cuio concepto se le despachará el correspondiente titulo en la forma ordinaria, y en su consequencia corregido el plano figurativo, que formó D'n José Collins, ayudante de agrimensor, por D'n Vicente Sebastian Pintado, agrimensor general de esta provincia, en la copia que sacó de el con la certificacion, que à su continuacion extendio resulta que los doscientos sesenta y tres acres Ingleses reducidos à la medida geodetica de esta provincia componen trescientos diez arpanes setenta y siete perchas y un octavo de Paris, contando diez y ocho pies lineales de la misma ciudad por percha lineal, y cien perchas planas por arpan de area, segun costumbre recibida en estas provincias, y que por la diligencia de apeo practicada en doce de Mayo, de ochocientos y dos por el referido D'n José Collins, consta que el el paño de tierra, que los comprehende se encuentra situado en el distrito de Movila, y lado occidental del rio, à un quatro de legua poco mas ó menos, al N. del fuerte terminandose en la orilla de dicho rio por la parte oriental, y lindando por la septentrional con tierras de Jeremias Terry, que dicen ser ahora realengas, por la meridional con tierras vacantes, y con un solar perteneciente a la misma casa, segun informes, y por la occidental con tierras de Genovaba Fisher y otras que dicen ser del real dominio; y aunque en el plano copiado del original que formó Collins se halla errada la reduccion de acres á arpanes suponiendo doscientos ochenta de estos ultimos iguales a los doscientos sesenta y tres de los primeros, como tambien lo está la superficie del trapezio que representa el terreno, que segun las dimenciones contiene doscientos ochenta y siete arpanes debe entendirse en todos tiempos para evitar perjuicio à los interesados, que los doscientos sesenta y tres acres Ingleses son iguales á los trescientos diez arpanes setenta y siete perchas y un octavo à que los reduce el citado agrimensor general, y que la distancia que se advierte en el plano desde el rio hasta los limites del terreno que se dixo en aquel tiempo por ser intransitable sirva ahora, que los interesados han hecho los malecones y desagues necesarios de compensacion à la citada falta con la reserva de lo que necesite para el paso libre por la orilla del rio, sin alterar la figura del terreno por los otros lados. Por tanto usando de las facultades que el rey nuestro señor, Dios le garde, me tiene conferidas, y en su r'l nombre confirmo y ratifico á los referidos D'n Juan Forbes y Compaña la posecion de los trescientos diez arpanes setenta y siete perchas y un octavo de otra que se han mencionado, y contiene el plano num'o 1809," con las correcciones notadas por el agrimensor general, para que como suyos propios los posean, vendan, y enagenen à su entera voluntad, sin perjuicio de tercero que mejor derecho tenga, con la condicion de que han de observar, y cumplir lo dispuesto

en el reglamento de tierras formado y publicado por la intendencia, en diez y siete de Julio, de mil setecientos noventa y nueve, en quanto comprehenda al local situacion y calidad de la tierra.

En fé do lo qual mandé despachar el presente firmado de mi mano, sellado con el escudo de mis armas, y refrendado por el infrascripto secretario int'e de esta intendencia, en cuia oficina como en la del ministerio de r'l hacienda quedara registrado, y se tomara la razon. Dado en Panzacola, à veinte y cinco de Septiembre de mil ochocientos siete.

JUAN VENTURA MORALES.

FRAN'CO GUTTIERRES DE ARROYO.

Queda tomado la razon, y registrado el titulo que antecede à foxas setenta y dos, setenta y tres, setenta y quatro y setenta y cinco del libro destinado à este fin en la secretaria de mi cargo. Panzacola, veinte y cinco de Septiembre, de mil ochocientos y siete.

FRAN'CO GUTTIERRES DE ARROYO.

En la contadunia principal de esta provincia se tomo razon del titulo antecedente à foxas noventa y siete, noventa y ocho, noventa y nueve del libro destinado à este fin. Panzacola, cinco de Octubre, de mil ochocientos siete.

JUAN FRAN'CO ARNIAUD DE COURVILLE.

Land Office. Translated and recorded in book A, pages 225, '6, '7, '8, '9, '30, and '31.

SAM'L ACRE, *Clerk*.

Commissioner's report No. 1.—*Certificate No.* 1.

Land office, Jackson Court House.

In pursuance of the act of Congress, passed on the 3rd of March, 1819, entitled "an act for adjusting the claims to lands, and establishing land offices in the district east of the Island of New Orleans."

We certify, that claim No. 8, in the report of the commissioners, numbered 1, (claimed by John Forbes & Co.—original claimant John Forbes & Co.) is recognised by the said act as valid against any claim on the part of the United States, or right derived from the United States, the said claim being for three hundred and ten $77\frac{1}{8}$ arpens, situate near Mobile, and claimed by virtue of a Spanish grant executed by J. V. Morales, and dated the 25th September, 1807.

Given under our hands this eighth day of January, 1820.

W. BARTON, *Register*.
W. BARNETT, *Receiver, P. M.*

Attest: JOHN ELLIOTT, *Clerk*.

I, Don Vincente Sebastian Pintado, surveyor general of West Florida, do hereby certify, that from the documents annexed to the memorial promulgated and preferred by Mr. John Forbes, one of the associates and partner of the house of Messrs. Panton, Leslie & Co., commonly known under the firm and style of Forbes & Co., praying that titles in due form should be made out for him of a tract of land of two hundred

and sixty-three superficial English acres, (263) in the district of Mobile; and it appears that the said house, or firm, has been in possession of the said tract of land aforesaid, by title of purchase from William Richardson by William Panton, as will appear by certain English writings executed on the twenty-third and twenty-fourth days of March, one thousand seven hundred and seventy-four, (1774,) and which was granted to the said Richardson, by the British government, on the ninth of January, one thousand seven hundred and sixty-seven, (1767,) which said two hundred and sixty-three English acres has been reduced to the (Geodesia) measure of this province, which are three hundred and ten arpens seventy-seven and one-eighth perches of Paris measure, containing eighteen feet lengthways, of the same city, to one perch, and one hundred superficial perches to one arpent area, according to the custom prevailing, received and established in this and the retroceded province of Louisiana. And in pursuance of the survey made and executed on the twelfth day of May, eighteen hundred and two, (1802,) by Joseph Collins, deputy of my predecessor Captain Charles Trudeau, it appears that the said land above mentioned is situate in the aforesaid district, on the western side of Mobile river, a quarter of a league more or less north of the fort, the eastern part of the said land whereof terminates on the edge or bank of said river: bounded on the north by lands belonging to Jeremiah Terry, and said now to be vacant, on the south by vacant lands and other property belonging to the said firm according to information, and on the west by lands of Genevieve Fisher, and by other lands said to belong to the royal domain; notwithstanding in the preceding map, transcribed from the original, drawn and prepared by the said Collins, annexed to the memorial and certificate of survey, (according to his diligence thereof, (diligencia) there is an error committed in the reduction of acres to arpens; therefore, it is supposed that two hundred and eighty of the latter to be equal to two hundred and sixty-three of the former; as also, it is in the superficies of the trapezium that represents the said tract of land, which, according to its dimensions, contains two hundred and eighty-seven arpens. Therefore, be it known and understood, and at all times hereafter, in order to avoid prejudice to the claimants, that the two hundred and sixty-three English acres are equal to three hundred and ten arpens seventy-seven perches and one-eighth, as before mentioned. And as to the distance observed on the map, from the river to the boundaries of the said tract, was left unclaimed at that time, on account of its having been impassible; it is now useful to the claimants, in consequence of their having made levels and the necessary drains, and it has been given as an amendment and compensation for their labor thereon invested, with the reserve such as necessary for the free passage along the bank of the river, without altering the figure of the tract on either of the other sides.

And in conformity whereof to the decree passed on the fourth instant, by Don John Ventura Morales, intendant and superintendant general, subdelegate of this province, and judge of affairs relating to lands and the royal domain, whereby it is ordered that the title of protection prayed for, be made out in favor of the said firm.

Given under my hand and seal, for the purpose of being united thereto, in the city of Pensacola, this fourteenth day of September, one thousand eight hundred and seven (1807.)

VINCENTE SEB'N PINTADO.

Recorded in book VII, pages 33 & 34, No. 1809. Pensacola, same date as above.

VINCENTE SEB'N PINTADO.

I, Don John Ventura Morales, intendant pro tem. of the West Florida, and superintendant general subdelegate thereof, judge of affairs relating to lands and the royal domain: whereas, on the part of Mr. John Forbes, an inhabitant of this place, and one of the associates and partner of the firm of Panton, Leslie & Co., who at this time carry on, by royal authority, the Indian trade of this province, under the firm and style of Forbes & Co., it has been represented to the tribunal of this intendancy, that in the month of September, in the year one thousand seven hundred and ninety-six, he preferred a memorial to the commandancy of Mobile, respecting a certain piece or tract of land, which tract of land his associate partner, William Panton, purchased of William Richardson; and again he memorialised and represented in May, eighteen hundred and two, praying and soliciting that formal possession be given of the said land to the said firm as heretofore mentioned, upon which land they have been heretofore settled, and by them cultivated since the year seventeen hundred and ninety-six (1796) aforesaid, testimony whereof was presented, together with the map thereof figured and formed by the deputy surveyor, Mr. Joseph Collins, which occupies in the memorial from page one to five inclusive. And by virtue of a decree dated the twenty-fifth day of September, the year last past, it was ordered and decreed, that the said memorial should be submitted to the consideration and inspection of the fiscal or exchequer minister of the royal revenues, in whose representations, dated the twenty-first day of October, same year, whereof the [?] that the prayers and solicitations of the said claimants ought to be complied with, subject nevertheless to the terms prescribed by regulation, and that the map and certificate of survey be recorded by the royal surveyor, and to furnish them with the corresponding title thereof. And by virtue of an order (providencia) of the same day, whereupon it was required, that the papers issued on the twentieth (20th) of February, the present year, wherein testimony is given by the decree of the sixteenth of said month, respecting the granting of this and other memorials for land soliciting by the firm of said petitioners, and they having been duly notified to produce the documents bearing reference thereof, by the testimony that proves the transfer of the land in question from the royal domain to the individual, and the testimony whereof being copied (compulsado,) and attested, Mr. John Forbes presented the aforesaid documents, written in the English language, with the translation thereof in Spanish, written by Don Andres Fernandez, a public interpreter, soliciting anew for protection in the possession thereof of the said land, and that titles accord-

ingly be made out in his favor. And by virtue of a decree of the ninth day of March, the aforesaid interpreter was ordered to examine the said translation, under his oath, and to submit the same to the fiscal or exchequer minister, who declared in his representation, of the sixth of April last, that it was necessary to refer to the article of the treaty of peace, made upon the conquest of this place, relative to property allowed to be alienated by British subjects as to the prolongation of time granted them, and whatsoever other royal ordinances that might have reference to this matter. This was granted by the tribunal, together with an order that depositions should be taken as to the facts concerning the said article, and as to the royal order, whereby the time for the departure of the inhabitants was prolonged, and the same to be returnable to the fiscal minister; a transcript of which article, together with a transcript of the royal order, having been attached together, were presented by Forbes with two evidences of the protection (salvaguardia) granted by the governor and commandant general at St. Augustine, in Florida, to his partner Mr. John Leslie, on the second of June, eighteen hundred and five, for the security of the store established by the said firm in the vicinity of Apalaches; and also a deposition taken before his excellency, the commandant of the city of Mobile, tending to prove their right of property in the said land since the reign of the British government, and by a decree of the sixth of April last, which documents were attached together with the memorial, and submitted to the fiscal minister, and in consequence of the evidence adduced on the first instant, the requisition of the papers with citations of the provision (providencia) that may have taken place with the opinion of the assessor (pro tem.) of this intendancy, taken on the fourth instant, I decreed as follows:

Whereas, from the representation of the fiscal minister of the royal revenues, and the proof of the lawful acquisition of the land comprehended in the map on the first page, containing two hundred and sixty-three superficial English arpens, made by Mr. William Panton at the time when this province belonged to the British government, and the legal and lawful possession thereof by William Richardson, and in consequence of the declaration of this tribunal in the decree of the sixteenth of February last, stating that no obstacle ought to be opposed as to the class of individual foreigners which are composed the house of Panton, Leslie & Co., and this day with regard to the granting of this, and together with other petitions of John Forbes & Co., it is declared that the said firm ought to be protected, as by these presents it is protected, in the possession of the said tract of land, in order that the said firm may not be at any time molested or disturbed, in the possession thereof, by the claims of the crown. In virtue whereof, the corresponding titles will be issued in favor of the said firm, in due and ordinary form; and in consequence thereof, the map formed and platted by Mr. Joseph Collins, deputy surveyor, and corrected by Mr. Vincente Sebastian Pintado, surveyor general of this province, and in the copy taken from it with the certificate thereof, wherein it appears that the two hundred and sixty-three English acres, reduced to the geodical measure of this province,

are three hundred and ten arpens seventy-seven perches and one-eighth, Paris measure, containing eighteen feet, same measure, to one perch, and one hundred superficial perches to an arpent area, according to the prevailing and received custom of this province. And by the certificate of survey executed on the twelfth day of May, eighteen hundred and two, by the aforesaid Joseph Collins, by which it appears that the tract of land in question is situate in the district of Mobile, and on the western side of the river, about a quarter of a league more or less north of the fort, the eastern side whereof of the said land terminates on the edge or bank of the said river: bounded on the north by the lands of Jeremiah Terry—it is said to be at this time vacant—on the south by vacant lands, and also by a tract of land belonging to the firm according to information, and on the west by the lands of Genevieve Fisher, and lands belonging to the royal domain. And although in the map transcribed from the original, formed and drawn by the said Collins, there is an error in the reduction of acres to arpens, two hundred and eighty of the latter is supposed to be equal to two hundred and sixty-three of the former, as also of the superficies of the trapezium that represents the said tract of land, which, according to the dimensions, two hundred and eighty-seven arpens—it ought therefore to be known and understood at all times hereafter, in order to avoid prejudice to the said claimants, that the two hundred and sixty-three English acres are equal to three hundred and ten arpens seventy-seven perches and one eighth, which have been reduced by the surveyor general; and as to the distance that is observed in the map from the river to the boundary lines of the land, which was left vacant at that time, in consequence of its having been impassible, has since become of great use to the claimants, having constructed levels and the necessary drains, in consideration of which it has been granted to them as a compensation for their labor thereon invested, with the reserve such as necessary to allow a free passage along the bank of the river without altering the figure of the tract on either of the other sides. Wherefore, using and exercising the powers which the king our lord, God preserve him, has conferred on me, I do in his royal name confirm and ratify to the aforesaid John Forbes & Co., the possession of the three hundred and ten arpens seventy-seven perches and one-eighth already mentioned, and which are contained in the map (1809) with the corrections made by the surveyor general, in order that they may own and possess the same, sell and alienate the said land at their own and entire pleasure, without prejudice to any third person who may have a better right, on condition that they should observe and fulfil the requisitions of the land regulations formed and published by the intendancy on the seventeenth of July, seventeen hundred and ninety-nine (1799,) as far as the local situation and quality of the land will permit.

In testimony whereof I have ordered the presents to be despatched, signed with my hand and sealed with the escutcheon of my arms, and countersigned by the underwritten secretary pro tem. of this intendancy,

in the office whereof, as well in that of the minister of the royal revenues, this will be enregistered and recorded.

Given in Pensacola, this twenty-fifth of September, 1807.

JUAN VENTURA MORALES.

FRAN'CO GUTTIERRES DE ARROYO.

The preceding title is recorded on pages 72, 73, 74 and 75 of the book destined for that purpose under my care, in the secretary's office.

Pensacola, the twenty-fifth of September, 1807.

FRAN'CO GUTIERRES DE ARROYO.

The preceding title is recorded in the principal chamber of accounts of this province, on pages 97, 98 and 99 of the book destined for that purpose.

Pensacola, fifth of October, 1807.

JOHN FRAN'CO ARMAND DE COURVILLE.

Translation of the original Spanish Price title, with Spanish plat, certificate of confirmation by the United States, United States' survey and patent— offered in evidence by the defendants below:

[For map, see original.]

The Price claim.—Claim No. 20.

Translation.

TO THE GOVERNOR: Thomas Price, interpreter of the English language in this place, with the deepest respect represents to your excellency, that the tract of land containing twenty arpents in front, on the western side of the river and town of Mobile, bounded on the north by lands anciently the property of Terry and Maguire; on the east by lots granted in the town of Mobile, and by the river of said town, extending thirty arpens backwards, is vacant and belongs to no one but the king, and that he is desirous of settling thereon; wherefore he prays your excellency to grant him, as a donation, the said twenty arpens in front and thirty in depth, and to order that every thing necessary to that effect be accomplished, which will be a favor he will receive with the greatest gratitude.

Mobile, the 16th April, one thousand and seven hundred and ninety-eight.

THOMAS PRICE.

TO THE GOVERNOR: The petitioner has been for several years and is at this time interpreter of this place; he is a useful person, and may easily settle on the land he solicits, which according to the information I have obtained as yet belongs to the king, and not to any individual; and your excellency will be pleased to order what you may deem proper.

Mobile, the 19th of April, one thousand seven hundred and ninety-eight.

MANUEL DE LANZOS.

Decree.

NEW ORLEANS, *the 18th November*, 1798.

The commandant of Mobile is ordered to put the petitioner in possession of the twenty arpents in front of the lands he petitions for, with the depth of thirty, in the place mentioned in the preceding memorial, it being vacant, and to deliver me the proceedings of survey for the purpose of procuring the petitioner the suitable title in due form.

MANUEL GAYOSO DE LEMOS.

The above is conformable with its original which is now in this commandancy under my charge, to which I have referred, and at the solicitation of the party interested, have issued these presents before two witnesses "de asistencia," and on common paper, stamped paper not being used.

Mobile, the 22d of December, 1805.

FRANCS. MAXN. DE. ST. MAXENT.

Francisco Cañedo, Juan Salez.
Witnesses "*de asistencia.*"

Translation.

To the INTENDANT GENERAL: Thomas Price, a subject of his catholic majesty, and resident of the town of Mobile, with the respect due to your excellency, states, that wanting for his own benefit a strip of land containing about five hundred arpens, situate to the west of said town of Mobile, bounded on the north by lands belonging to and occupied by Messrs. Forbes & Co.; on the south by those of Simon Farre, on the east by said town of Mobile, and on the west by lands claimed by the estate of Antonio Espejo, deceased, and likewise other ground situate in the eastern part of the said town of Mobile in front of Royal street, both which tracts being vacant, never having been occupied by any person whatever, and remaining to the present time the property of the king, he humbly prays your excellency to be pleased to grant them to him by way of sale; a favor which he hopes to receive from your excellency's accustomed generosity.

JOSHUA KENNEDY,
For THOMAS PRICE.

Pensacola, September the 1st, 1806.
Let it be examined by the treasurer.

MORALES,
DN. HERIDIA.

Juan Morales, Vicente Ignatio Ramos.
(Witnesses "de asist.")

The said day, month, and year, we the witnesses "de asistencia" notified Thomas Price of the preceding decree.

MORALES,
RAMOS.

The same day we communicated it to the treasurer.

MORALES,
RAMOS.

The treasurer, on the examination that has been accorded to him of the application made by Thomas Price, a resident of Mobile, soliciting by way of sale the grant of a tract of land of about five hundred arpens, situate to the west of said place, says, provided it be vacant and be of the royal domain; provided no injury should result, and the petitioner be in possession of the qualifications and privileges of a subject of his majesty, which must be certified by the commandant of that place; he, the treasurer, is of opinion that your excellency should conform to his petition, giving the suitable order to said commandant, that two skilful persons be named on the part of the treasury, and two others by the purchaser, with two witnesses "de asistencia," to proceed to the appraisement, accompanied by two inhabitants living immediately adjacent to said lands, and by the surveyor who has to perform the survey; said proceedings accomplished with due formality, to be forwarded to this tribunal in order that payment into the treasury, in the manner prescribed by the regulation, be ascertained, the suitable title may be provided. Nevertheless the tribunal will resolve upon whatever may be most agreeable to justice, which is the wish of the treasurer.

Pensacola, September 2d, 1806.

JUAN FRANCO. DE ARNIAUD DE COURVITTAS.

(Translated.)

Pensacola, September 2d, 1806.

In conformity with the opinion of the treasurer, let this dispatch be forwarded to the commandant, a subdelegate of Mobile, in order that he may have (the petitioner being a Spanish subject) the lands he petitions for marked out and surveyed by the surveyor general, or his deputy, and let there be in addition, a declaration of its being vacant, made in the ordinary manner, performing the appraisement in the way proposed by the treasurer himself, and proceeding in the same manner, but separately, with respect to the piece of ground he likewise solicits; which proceedings he will annex to this dispatch, and return it as soon as possible.

Assessor's fee ten dollars.

MORALES.

De Heredia, Juan Morales.

VINCENTE IGNATIO RAMOS.

On said day with witnesses "de asistencia," communicated to the treasurer the preceding decree.

MORALES,
RAMOS.

We likewise gave Thomas Price notice of it.

MORALES,
RAMOS.

Translation.

To the commandant and subdelegate of the royal treasury.

Thomas Price, an inhabitant of this district, with due respect states to your excellency, that the twentieth of August last, on the departure

of Joshua Kennedy for Pensacola, he gave him a general power that he might act in that place on all the business touching the lands which your memorialist claims in this district, and that he might obtain the corresponding decrees from the general intendancy of which your excellency is subdelegate; and that under date of the tenth of the succeeding month, he sent to his said attorney a genuine copy of the grant of six hundred arpens of land gratuitously conferred upon your memorialist by the former governor general of these provinces, Don Manuel Gayoso de Lemos; and also accompanying it a copy of a bill of sale in his favor of the lands he purchased in New Orleans of the heirs of Mr. Durand, and several certificates relative to the loss of the French titles to these lands, with a letter besides, instructing him to request and obtain of said intendancy, complete titles for the above mentioned six hundred arpens which were granted to him, for those lands held by French grants which he has purchased, and for the vacant lands which bound them, in remuneration of services rendered the Government, and in payment of his salary as interpreter, which has been due him more than three years, but to the surprise of your memorialist and contrary to his wishes, as soon as Kennedy arrived in Pensacola, and before receiving the aforesaid instructions and documents, he presented himself before the intendancy with the power conferred on him, soliciting for his principal the purchase of five hundred arpens of the royal lands, as is inferred from the dispatch and decree of that board, dated the second of September, and directed to your excellency, to have them surveyed and appraised; and from the order of the surveyor general of the province, given to his deputy in this place, Joseph Collins. He further states, that out of the six hundred arpens belonging to him by the grant of Governor Gayoso, the intendancy has granted, and said deputy surveyed, twenty arpens for William McBoy, including the site whereon your memorialist first built his house, where he has lived for several years, between the fort and the lands of Don Miguel Eslava. There was also granted by the intendancy to Don Francis Collell, by a decree of the 20th of September aforesaid, twenty-three arpens, which have likewise been surveyed and form part of the lands which he had from the heirs of Mr. Durand, said twenty-three arpens being situated to the south of the lands of Durett's heirs.

Wherefore he prays your excellency, in consideration of his statement, which is manifest to your excellency, to be pleased to confirm him in the possession and ownership of the six hundred arpens aforesaid granted by Governor Gayoso; and that in payment of the last three years' salary due to him as interpreter from the royal treasury, and as compensation for the property granted to the said William McBoy and Don Francis Collell, you will deem it right to grant him that piece of vacant land, containing five hundred arpens, a little more or less, situated to the south and west of the abovementioned tract of six hundred, with which it will amount to eleven hundred arpens more or less; bounded on the north by the lands of Messrs. Forbes & Co.; on the south by land claimed by Simon Farre; on the east by the land of Col-

lell, McBoy, Charles Lallande, Benjamin Dubroca, and the Mobile river, and on the west by the land of Antonio Espejo, and in conformity with the accompanying plan, copied from the one now in the office of the surveyor general; which favor he is in hopes he merits from your excellency, and with which he will acknowledge himself entirely satisfied and paid by the royal treasury, without even demanding any thing whatever for the salary due him, or for the lands granted to the above named Collell and McBoy. THOMAS PRICE.

Mobile, the 20th of November, 1806.

Translation.

Inasmuch as the matter set forth by Thomas Price in the preceding memorial is manifest and well known, relation to the legality of his claims to the lands therein mentioned, and relation to the part of them which the intendancy of this province has granted to the individuals therein expressed, and also relation to what is due him from the royal treasury for his salary as interpreter, which he has not received for more than three years for want of funds; therefore, I, Don Franco. Maximn. de St. Maxent, colonel of the royal troops, political and military commandant of the post of Mobile, and of the whole district, and subdelegate in the same of the general intendancy of the province, confirm and ratify in his favor the grant of six hundred square arpens in the place pointed out, which was graciously made to him by the governor general of Louisiana and this province, in a decree of the eighteenth of November, 1798, the original of which is now in this commandancy, and subdelegation of the royal treasury under my charge, with the express condition that he shall not at any time, on any pretext whatever, lay claim to the said portions already separated by the intendancy, neither shall he molest or disturb in any manner whatever the grantees whom he mentions.

I also grant to the said Thomas Price the five hundred square arpens, more or less, which the vacant tract of the royal domain contains, or may contain, situated to the west and south of the six hundred arpens already mentioned, until it reaches the southwest angle of *of* the lands of Don Francis Collell, and thence west by the needle till it meets the boundaries of the land of Antonio Espejo's heirs, with which it will be bounded on that side, without prejudice to third persons who have a better right; and the whole in conformity with the plan presented on which I have made my cypher, that it may not be altered; with which Thomas Price must acknowledge himself satisfied, compensated, and paid, as well for the injury done him, as for the amount due him by the royal treasury, respecting which he shall never demand of it the least thing on this same account; for which purpose timely notice will be given to the intendant general of the province, in order that it may have a suitable effect.

In testimony whereof I have ordered these presents to be issued, signed with my hand, and sealed with my seal, and countersigned by the underwritten witnesses "de asistencia."

Given in Mobile, the 25th of September, 1806.

[L. S.] FRANCO. MAXN. DE ST. MAXENT.

Franco. Cañeda, Rafael Sals.

Translation.

The agent of Thomas Price having labored under some misapprehension, inasmuch as he petitioned for five hundred square arpens by way of purchase, which were granted by the intendant general in a decree of the 2d September last, as I informed you on the third of the same, giving you the order of survey, when in fact the land they petitioned for is the very same which was granted to Price by the governor general of this province, in a decree of the eighteenth of November, one thousand seven hundred and ninety-eight, and while Price only intended to petition for as a donation that vacant space, containing five hundred arpens, more or less, situated to the south and west of the said tract of six hundred arpens between it and lands belonging to the estate of Antonio Espejo, and other lands belonging to Simon Favre or Landry; therefore the party interested presented himself before the commandant and subdelegate of the intendancy in that place, clearing up the matter, and the commandant having heard the whole, confirmed the possession of, and the right to, the aforesaid six hundred arpens, and graciously granted him the above mentioned and described vacant space, and not only as a compensation for the several portions of the six hundred arpens which had been granted to others by the intendancy, but likewise as remuneration or payment of his salary as interpreter, which had been due him from the royal treasury for a period of more than three years, according to the information given by said subdelegate to the intendant in this place, and according to the original documents aforesaid of the said grant which have been laid before me; all which having been examined by the intendant, and meeting with his approbation, he orders me to have the survey made in conformity with the plan presented, and without prejudice to third persons, in order to be able to forward a formal title.

Wherefore you will please to make the boundary line in conformity with said plan, which the party or his agent will present to you, bearing in *in* mind that it is a copy from the surrounding survey, which he requested of me as a basis of his petition; it may possibly be greater or less than that which you are to make, on which account you will mark every thing on the plan you are to draw, and will send it to me with the fees accruing as I have already informed you, notifying Thomas Price to appear afterwards in this place personally, or by some agent, to satisfy the other demands occasioned by issuing the title.

God preserve you many years.

Pensacola, the nineteenth of December, one thousand eight hundred and six.

VINCENTE SEBASTIANO PINTADO.

To JOSEPH COLLINS, *Deputy surveyor.*

On the above order of V. S. Pintado, which however is connected with the preceding documents, are written the two following depositions.

G. S., *Clerk.*

Diego McBoy appeared, and being duly sworn saith, that he is acquainted with, and believes to be genuine, the following signatures contained in this grant; viz: "Francisco Maximilien de St. Maxent;" Francisco Cañedo, secretary; Juan Sals, a witness; Morales, intendant; Dn. Heredia, assessor to the intendant; Juan Morales, and Vincente Ignatio Ramos, witnesses; Juan Francisco Heredia and Courvillas; Vincente Sebastiano Pintado, surveyor general, and Rafael Sals.

DIEGO McBOY, *Witness.*

Sworn to and subscribed before me, this 19th May, 1827.

JOHN B. HAZARD.

Thomas G. Newbold personally appeared, and being duly sworn, deposeth and saith, that the land mentioned in this grant, was occupied by Thomas Price in 1810 or 1812, and he thinks also in 1813. Sworn to and subscribed before me this 19th May, 1827.

JOHN B. HAZARD,
THOS. G. NEWBOLD.

The above witnesses have purchased lots in the above claim from Joshua Kennedy.

JOHN B. HAZARD.

☞On the grant signed by Maxent are the following two.

Louis Dolive being duly sworn saith, that he is acquainted with the signatures of Francisco Maximilien de St. Maxent, Francisco Cañedo, Morales, intendant; Juan Morales, and Vincente Ignacio Ramos, Vincente Sebastian Pintado, surveyor general; and that he believes them as signed to this grant to be genuine. He further states that the land mentioned in this grant was occupied he thinks three or four years during the time of the Spanish Government.

LOUIS DOLIVE.

Sworn to and subscribed before the board, this 22d May, 1827.

G. SALTONSTALL, *Clerk.*

Leon Nicolas being duly sworn saith, that the land mentioned in this grant was occupied by the negroes of Dr. Kennedy two or three years, perhaps more, previous to the change of government.

LEON NICOLAS.

Sworn to and subscribed before the board, this 22d of May, 1827.

G. SALTONSTALL, *Clerk.*

Mr. Peter H. Hobart being sworn, saith, that he was present and witnessed a lease made by Thomas Price, (the former interpreter of the English language, employed in the Spanish government at this place) to John, a free man of color, who, under the control of Price, within the

boundary of the aforesaid described tract of land, inhabited and cultivated the same, and that the said John was bound by said lease to build a house, dig a well, clear and fence four acres of land; and that said John, under and for the said Thomas Price, built a house, dug a well, cleared and cultivated part of the land, and inhabited and cultivated the same for several years, say four or five; and that after the removal of *John*, the said place was inhabited and cultivated under the control and by William E. Kennedy; and that the said place, to my knowledge, was inhabited and cultivated at least six years in succession previous to the year 1814.

Sworn before me, the 28th February, 1820.

W. BARTON, *Register*.
P. H. HOBART.

Personally appeared before me, W. Barton, register of the land office at Jackson court house, James Innerarity, esq., who made oath that the several signatures attached to the titles of Thomas Price, now presented by the claimant William E. Kennedy, are genuine, particularly the signatures of the following officers of the Spanish government, viz: that of Morales, the intendant; that of Heredia, the assessor; that of Juan Morales, an officer of the Contadoria; that of Juan Francisco Arniaud de Courvillers, fiscal and treasurer; that of Ramos, a clerk of the intendancy, sometimes signed *Ramos*, and sometimes *Vincentia Ignatio Ramos*; that of Francisco Maximiliano de St. Maxent, the commandant of Mobile; that of Francisco Cañedo, secretary in the commandant's office; signed as an assistant witness also; and that wherever, in the said documents presented by the said Kennedy, the signatures of *of* any of the said officers appear, they are genuine.

JAMES INNERARITY.

Sworn to and subscribed, this 29th February, 1820.

W. BARTON, *Register*.

Diego McBoy being duly sworn, deposeth, that he is acquainted with the signatures particularly mentioned in the affidavit of James Innerarity, esq., and that they are genuine.

DIEGO McBOY.

Sworn to and subscribed, this 29th February, 1820.

W. BARTON, *Register*.

The said Innerarity and McBoy further depose, that they came to reside in Mobile, the former in 1807, the latter in 1805. Deponents think that in 1808 or 1809, several years before the Americans took possession of the country, some cabins were built, and ten or twelve acres of land were cleared, as deponents understood, by Wm. E. Kennedy, within the limits of the tract claimed by said Kennedy under Price; the cabins were inhabited until after the Americans took possession of the country, and the cultivation of the land kept up by said Kennedy for several years, to the best of deponents' recollection.

JAMES INNERARITY.
DIEGO McBOY.

Subscribed to and sworn, this 29th February, 1820.

W. BARTON, *Register.*

John Bte. Trenier, personally appeared before me, and being duly sworn, deposeth, that Thomas Price resided in a house situate between Fort Charlotte and the house of Don Miguel Eslava, in Mobile, about the year 1798, and for several years thereafter; further deponent saith not.

his

JOHN BTE. ⋈ TRENIER.

mark

Sworn to and subscribed before me, this 20th June, 1820.

W. BARTON, *Register.*

Translation.

Don Miguel Eslava, farmer, storekeeper general of the town of Mobile, do hereby certify, that Thomas Price, interpreter of the English language in the same, exercised the functions of interpreter till the 15th of April inclusive, for the present year, when the evacuation of this place was accomplished, without receiving any portion of the one hundred and eighty dollars annual salary assigned him by the regulations of the province, having received till said day the daily ration which he in like manner derived from these royal magazines under my care. And that he may make it appear by himself, or his attorney, in the principal office of the royal treasury at Pensacola, I have issued the present at his solicitation in the said town of Mobile, the 18th June, 1813.

MIGUEL ESLAVA.

Personally appeared Diego McBoy, who being duly sworn, deposeth and saith, that he is acquainted with the handwriting of Miguel Eslava, and that he believes the above signature to have been written by him.

Sworn to before me, this 19th May, 1827.

JNO. B. HAZARD.

THE STATE OF ALABAMA, county of Mobile.

Personally appeared before me, B. B. Breedin, a justice of the peace for the said county of Mobile, Mr. Louis Dolive, who made oath that when the Spanish government was in possession of Mobile, it was usual and customary to grant any vacant lands in and about Mobile that were petitioned for by any of the inhabitants, and that the lands adjacent to the west of the inhabited part of Mobile at that time, were generally considered of little or no value, and that the Spanish government or Spanish officers would have granted any vacant lands near the then inhabited part *of* of Mobile to Thomas Price, who was a respectable inhabitant and English interpreter, employed by the Spanish government at Mobile, or to any other respectable inhabitant.

LEWIS DOLIVE.

Sworn to and subscribed before me, the 12th day of June, 1827.

BEN. B. BREEDIN.

I, Joseph E. Caro, keeper of the public archives in West Florida, duly qualified and commissioned by the President of the United States,

do hereby certify and attest, that Joshua Kennedy, of the city of Mobile, State of Alabama, personally appeared before me, and produced in my office a certified copy, containing the title papers to a tract of land of about twenty arpens, granted to William McBoy by way of sale in the year 1806; also an original official letter from Vicente Sebastian Pintado, surveyor general, dated Pensacola, the 18th of August, 1806, ordering Joseph Collins, his deputy surveyor, to survey the land granted in the before mentioned copy; also the original survey executed by the said Joseph Collins, dated the 14th of November, 1806; and a certified copy of a document, dated Mobile, the 6th of December, 1806, showing that the amount of the purchase money for said land was paid into the Treasury, at the rate of two dollars per arpent; also a certified copy and original, containing the title papers to a tract of land west of the inhabited part of the town of Mobile, at the date of the concession, granted to Thomas Price, requesting me to compare the signatures attached to the aforementioned documents, and the handwriting with those on record in the public archives under my care; and having carefully compared the same, I found that the signatures and handwriting attached to the certified copies and the original documents produced as above are, to the best of my knowledge and belief, and from the acquaintance of the handwriting of the officers who executed the titles, and the inspection made by several original documents on the records of my office, that they appear to be genuine.

In testimony whereof I have hereto set my hand and affixed my seal of office, at the city of Pensacola, this 25th June, 1827.

[L. S.] JOSEPH E. CARO,
Keeper of the public archives.

I, Joseph E. Caro, keeper of the public archives, and notary public in and for the city of Pensacola, territory of West Florida, do certify, that I have been for many years personally acquainted with William McBoy, commonly called Guillaume McBoy, and now a citizen of the city of Pensacola, and that he always supported the reputation of an honest and respectable citizen; and that I was acquainted with Thomas Price during his lifetime, when he was employed by the Spanish government at Mobile as English interpreter, and that he was generally esteemed by the Spanish commandants, Spanish officers, and inhabitants of Mobile, a respectable, useful, and honest man; and that the land near and adjacent to the town of Mobile, at the date of the grant to Thomas Price and William McBoy, were generally considered by the Spanish authority and the inhabitants of Mobile, at the date of these grants and others, to be of little or no value except to the petitioners; and the said lands granted to Thomas Price and William McBoy would have been granted or sold by the Spanish government to any other respectable inhabitant, provided the lands had been petitioned for before the concession to Price and the sale to McBoy.

In testimony whereof I have hereunto set my hand and seals of office at the city of Pensacola, this 27th June, 1827.

[L. S.] [L. S.] JOSEPH E. CARO.

TERRITORY OF FLORIDA,
City of Pensacola, county of Escambia:

Personally appeared before me José Caro, a notary public in and for the said city and county, Antonio Hendenburg, who made oath that he was well acquainted with Thomas Price in his lifetime, and when he was employed as English interpreter by the Spanish government at Mobile, and that he, Price, was considered to be a useful and respectable inhabitant, and to have rendered important services in the Spanish government, by the commandant and the Spanish officers at Mobile; and that he is well acquainted with the handwriting of Morales, the Spanish intendant, and with the handwriting of Maxent, formerly commandant of Mobile, and subdelegate of the intendant; with the handwriting of Francisco Cañedo, the secretary to Col. Maxent, commandant formerly at Mobile; and with the handwriting of Pintado, the Spanish surveyor general of the Floridas, as formerly under the Spanish Government; and that the signatures and handwriting of the above mentioned persons, wherever they appear in the title papers or grant from the Spanish authorities to Thomas Price for a tract of land adjacent to and west of the old inhabited part of Mobile, and bounded north by Forbes & Co's lands, &c., are in his opinion genuine, and that he knew of the existence of the said title to Price under the Spanish government for five or six years before the Americans got possession of Mobile, and the grant or concession to the said Thomas Price for the said tract of land was, ever since he knew of the same, considered by the Spanish commandant and officers at Mobile as a good and valid title for the said tract of land; and that the land included in the transcript of survey, forwarded with the order of survey from the surveyor general Pintado to Joseph Collins, to ascertain by admeasurement the quantity, &c., in the confirmatory and additional grant to Price, does not include the site of Fort Charlotte, or any other public building that belonged to the Spanish government, and that there was no private or public buildings at the date of the order of survey from Pintado to Joseph Collins, within the said survey, but those marked on the transcript of survey before mentioned, and that Thomas Price and William E. Kennedy had a house and about six or seven acres of land cleared and fenced on the said tract of land, and had the same inhabited and cultivated to his knowledge for three or four years under the Spanish Government before the Americans took possession of Mobile; and that the lands included in the order and transcript of survey from Pintado, the Spanish surveyor general, to Joseph Collins, were at the date of said order of survey and confirmation of said grant by commandant Maxent to Price, generally considered by the Spanish officers and the inhabitants at Mobile of little or no value, and that the same lands granted to Thomas Price would have been granted to any other respectable subject of his catholic majesty residing in the district of Mobile, provided the same lands had been petitioned for by any respectable inhabitant before the time of the petition of Price, and the concession to him for the said tract of land. And this deponent

further saith, that he is not, nor does he expect to be, interested in the rejection or confirmation of the claim in relation to which he testifies.

A. HENDENBERG. [L. S.]

Sworn to and subscribed before me, by the above named Antonio Hendenberg, well known to me, said notary.

In testimony of which I have hereunto set my hand and affixed my notarial seal of office, at the city of Pensacola, this twenty-
[L. S.] seventh of June, one thousand eight hundred and twenty-seven.

JOSEPH E. CARO,
Not. Pub.

THE STATE OF ALABAMA, Mobile county:

Personally appeared before me, B. B. Breedin, a justice of the peace for the said county of Mobile, Leon Nicolas, an old inhabitant of the town of Mobile, who made oath that he was in the town of Mobile when the lands south and west of the then inhabited part of the town of Mobile were surveyed, and that Wm. E. Kennedy had one or two cart loads of pickets hauled to put round said survey from the place where he then was; and that he, Kennedy, gave this deponent the wood or pickets that were left; and that he is not, nor does he expect to be, interested in the rejection or confirmation in relation to which he testifies.

LEON NICOLAS.

Sworn to and subscribed before me, the 9th day of June, 1827.

B. B. BREEDIN.

THE STATE OF ALABAMA, county of Mobile, ss.

Personally appeared before me, B. B. Breedin, a justice of the peace for the said county of Mobile, Dominique Salles, who made oath that the title of Thomas Price, hereunto attached, or rather the grant from the Spanish government to the said Thomas Price, as surveyed under the Spanish government, did not include any public buildings at the time said survey was made, or subsequently, under the Spanish government, nor does he believe that any public buildings were erected within the limits of said survey hereto attached by the American Government, after the change of government took place; that from the time he first landed in Mobile, which was in the latter part of the year 1806, or the commencement of the year 1807, until the change of government, it was always considered under the Spanish government by the Spanish officers at Mobile that the title of said Price, as surveyed as aforesaid, was unquestionably genuine and valid; and that the only private buildings which, at the time of the said survey, were within the limits thereof, are those marked on the subjoined annexed plan. That the said Thomas Price, to whom the above mentioned grant was made as aforesaid, commenced improving the same in year 1807, and occupied and improved eight or ten acres of land in the northern part of said grant, by building a house, digging a well, fencing in the said eight or ten acres of ground, the occupancy of which said house, and the cultivation of which said land, was kept up by the said Thomas Price, or persons un-

der him, for several years after the said year of 1807. And lastly, the said Dominique Salles saith, that at no time heretofore has he been, nor is he now, either directly or indirectly, interested or concerned in the title of the said Price abovementioned, nor does he expect to be at any time hereafter interested therein.

DOMINIQUE SALLES.

Sworn to and subscribed this 30th May, 1827, before me,
B. B. BREEDIN.

Know all men by these presents that I, Thomas Price, of West Florida, have made, constituted, and appointed, and by these presents do make, constitute, and appoint William E. Kennedy, of said province, my true and lawful attorney, irrevocable, for me and in my name, my heirs, executors and administrators, for the sole use of him, said Kennedy, to ask, demand, and receive, and carry through my survey of land lots in the vicinity or suburbs of Mobile, giving, and by these presents granting, to my said attorney my full power and authority, in my name, place, and stead, to do all and every act and acts, thing and things, device and devices, in the law whatsoever, for the carrying the said surveys into complete titles; hereby ratifying, confirming, and allowing whatsoever my said attorney shall lawfully do, or cause to be done, in or about the premises.

In witness hereunto I have set my hand, and affix my seal, Mobile, 24 Nov'r, 1806.

THOMAS PRICE. [SEAL.]

Witnesses—BENJAMIN DUBROCA,
ZENON ORSO.

Know all men by these presents, that I, Thomas Price, of West Florida, do bind myself, heirs and assigns, in consideration of the sum of two hundred dollars, to me in hand paid, by William E. Kennedy, of said province, and the receipt whereof I do hereby acknowledge, have remised, released, and forever quit claimed, and do by these presents remise, release, and forever quit claim unto the said William E. Kennedy, his heirs and assigns forever, to all that tract or concession of land granted to me by the intendant's decree of the eighteenth of September, 1806, for about five hundred acres of land, in the vicinity or western suburb of the town of Mobile, except ten acres in the northwest corner of said survey, which I reserve for myself. To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to him, the said William E. Kennedy, his heirs and assigns forever.

In testimony whereof I have hereunto set my hand and affixed my seal on the 22d of November, 1806.

THOMAS PRICE. [SEAL.]

Signed, sealed, in the presence of us, witnesses—
BENJAMIN DUBROCA,
ZENON ORSO.

Know all men by these presents, that I, Thomas Price, of Mobile, and Mississippi territory, do by these presents bind myself, my heirs, executors, administrators, and assigns, in consideration of the sum of five hundred dollars, to me in hand paid by William E. Kennedy, of the said territory, the receipt of which I do hereby acknowledge, have remised, released, and forever quit claimed, and do by these presents remise, release, and forever quit claim, unto the said William E. Kennedy, his heirs, administrators and assigns, forever, to all that tract of land granted to me by Governor Manuel Gayoso de Lemos, of the eighteenth of November, 1798, of five hundred and forty acres, situated in the vicinity or suburbs of Mobile, except ten acres on the north [here there is an erasure in the original, G. S., clerk,] boundary of said tract, adjoining Teresa's line, which I reserve for myself and heirs; bounded on the north by said Teresa's lands and those of Mazarie, on the east by the [another erasure, G. S., clerk,] plan of Mobile; on the south by lands claimed by Simon Landry and Favre.

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to him, the said William E. Kennedy, his heirs, executors, administrators and assigns, forever.

In witness whereof I have hereunto set my hand and affixed my seal, this 25th of August, in the year of our Lord 1813.

THOMAS PRICE.

Signed, sealed, and declared in presence of us, the day and year above last written.

THOMAS POWELL,
FRANCIS GIRARD,
MICHAEL McKINNEY.

Proven in open court by Francis Girard, 20th October, 1813.

A. FARRAR,
Register and clerk.

STATE OF ALABAMA, Mobile county:

This deed, made this thirteenth day of December, in the year 1824, witnesseth, that I, William E. Kennedy, for and in consideration of the sum of ten thousand two hundred dollars, to me paid before the signing and ensealing hereof, by Joshua Kennedy, the receipt whereof I do hereby acknowledge, have given, granted, bargained, sold, deeded, and confirmed, and by these presents do grant, bargain, sell, deed and confirm, unto the said Joshua Kennedy, his heirs and assigns forever, all those following described tracts, lots, pieces and parcels of land, situate, lying, and being in the aforesaid State and county, viz: All that undivided half or moiety of a certain tract, piece, or parcel of land, containing about twenty arpens, granted by the Spanish intendant, Morales, to William McBoy, in 1806, and conveyed by deed of sale, dated the 6th of May, in the year 1814, from said McBoy to William E. and Joshua Kennedy, and surveyed by order of the surveyor general of West Florida, and bounded as will appear by reference to the survey of the same, made by Joseph Collins, the fourteenth and fifteenth of Novem-

ber, in the year 1806. And also all my right, title, property, possession, interest, claim, and demand, both in law and in equity, in, to, and for all and every part and parcel of all those two tracts or parcels of land, granted by the Spanish government in the year 1798, and in the year 1806, to Thomas Price, containing about eleven hundred arpens, bounded on the north side by lands belonging to John Forbes & Co.; east by lands granted to Collell, William McBoy, Charles Lelong, New street, and the river Mobile; south by lands granted to Simon Favre; west by lands granted to Antonio Espejo, and having such shape, marks, quantity and boundaries, as will appear by reference to the Spanish plat or survey of the same; and also the north half of all that lot, piece, or parcel of land, situate in the northeast part of the town of Mobile, and originally granted to Alexander Baudin, and purchased by me of Joseph Collins, and also of the said Alexander Baudin, and bounded on the north side by lands granted to John Forbes & Co.; on the east side by the river Mobile; on the south by the south half of said lot, piece, or parcel of land granted as aforesaid, and now belonging to Samuel Kitchen; and on the west side by Royal street, and having such shape, marks, form, and quantity, as will appear by reference to the grant of the same. To have and to hold the said granted and bargained premises, with all the appurtenances, privileges, and commodities to the same belonging, or in any wise appertaining, to him, the said Joshua Kennedy, his heirs and assigns forever, to his and their own proper use, benefit, and behoof forever. In witness whereof I have hereunto set my hand and seal the day and year first above written.

WILLIAM. E KENNEDY.

In presence of—
HENRY V. CHAMBERLAIN.
GEORGE HAUPT.

THE STATE OF ALABAMA, Mobile county:

Personally appeared before me, Hugh H. Rolston, clerk of the county court in and for said county, the abovementioned William E. Kennedy, who acknowledged that he signed, sealed, and delivered the foregoing deed on the day and year therein mentioned, to the said Joshua Kennedy.

Given under my hand and seal, this 13th day of December, 1824.

HUGH H. ROLSTON, *Clerk*. [SEAL.]

The United States of America, to all persons to whom these presents shall come, greeting:

Whereas there has been deposited in the General Land Office a certificate numbered one, of the register and receiver of the land office at St. Stephen's, and a plat of survey of the tract of land therein mentioned, under the provision of the act of Congress, approved on the third day of March, one thousand eight hundred and twenty-seven, entitled "An act supplementary to the several acts providing for the adjustment of land claims in the State of Alabama," whereby it appears that by the second section of the act of Congress, approved on the second day of March, one thousand eight hundred and twenty-nine, entitled "An act

confirming the report of the register and receiver of the land office for the district of St. Stephen's, in the State of Alabama, and for other purposes, the claim of Joshua Kennedy, and the other legal representative or representatives of Thomas Price, entered in the reports of the said register and receiver as special report numbered one, was confirmed, and has been surveyed as being bounded and described as follows, to wit:

Beginning on the north boundary of the claim of Simon Favre, at picket N, being the southwest corner of Francis Collell's claim; thence north seven degrees east, eleven chains and three links, to picket A; thence south eighty-two degrees east, five chains and seventy-five links, to picket T; thence north four degrees west, twenty-eight chains and fifty links, to picket H, the southwest angle of the Presbyterian church bearing north seventy-six degrees thirty minutes east, thirteen links; thence south sixty-nine degrees west, seven chains and seventy-four links; thence north twenty degrees west, along the west line of Joakim street, twenty-one chains and eleven links, to the north-west corner of the lot granted to Benjamin Dubroca, as called for in the grant to Price; thence north sixty-nine degrees forty-five minutes east, eight chains and fifty-three links; thence north twenty degrees west, two chains and sixty-six links, to the south boundary of St. Louis street; thence north sixty-nine degrees forty-five minutes east, fifteen chains and forty-four links, to the ancient margin of the river Mobile, being thirty-four and a half links west of the south angle of St. Louis and Water streets; thence north thirty-six degrees west, nine chains and seventy-six links, to the southeast corner of the Orange Grove tract, granted to John Forbes & Co.; thence north eighty-two degrees west, fifty-nine chains and eighty-six links, to the Bayou Marmotte; thence, with the meanders of the bayou, south twelve degrees west, ten chains, south six degrees thirty-nine minutes west, three chains and seven links, to the south-east corner of William Fisher's claim; thence north sixty degrees west, sixty-eight chains and sixty-eight links, to the east boundary of Antonio Espejo's claim; thence south six degrees forty-five minutes west, eighty-seven chains and thirty links; thence south eighty-two degrees east, one hundred and twenty-six chains and fifty-two links, to the place of beginning: containing nine hundred and twenty-one acres and forty-two hundredths of an acre, ($921\ \frac{42}{100}$) and being designated as section forty, in township four south, of range one west, in the district of lands subject to sale at St. Stephen's Alabama: Now know ye, that the United States of America, in consideration of the premises, and in conformity with said acts of Congress, have remised, released, and forever quit claimed, and by these presents do remise, release, and forever quit claim, unto the said Joshua Kennedy, and the other legal representative or representatives of Thomas Price, and to their heirs, the said land above described, subject to any just claim or claims to all and every part thereof, of all and every person or persons, bodies politic or corporate, derived from the United States, or from either the British, French, or Spanish authorities, and particularly excepting from the operation of this conveyance the claim of John Forbes & Co., certificate one, twenty-two

and twenty-three; of William E. Kennedy, certificate forty-two; of James Innerarity, certificate number three; of P. H. Hobart, certificate thirty-five; of Victor Guinnard, certificate fifty-one; of Leon Nicholas, certificate number four; of Silv. Nicholas, certificate five; of M. Robeshow, certificate twenty-two; of F. Trenier, certificate sixty-six; of P. H. Hobart, certificate thirty-six; of F. Nicholas, certificate three; of M. Rouis, certificate four and twenty-five; of S. Spalding, certificate forty-five; of Ann Surtill, certificate twenty-seven, twenty-eight, and twenty-nine; and the survey for the heirs of Samuel Mims, for J. B. Toulmin, for Jesse Embree; the church of the holy conception, and for Sefroy Dolive, so far as the same may, either under the French, Spanish, or British or American governments, be better than the legal claim of the said Joshua Kennedy, and the other legal representative or representatives of Thomas Price, and no further. To have and to hold the same, together with all rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging, subject to any such just claim or claims as aforesaid, and also subject to such special exceptions as aforesaid, unto them, the said Joshua Kennedy, and the other legal representative or representatives of Thomas Price, and to their heirs and assigns forever; so that neither the United States, nor any other person claiming under them, except as is provided in said acts, and the reservations and exceptions aforesaid, may or can set up any right or title thereto.

In testimony whereof, I, Martin Van Buren, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the city of Washington, this first day of May, in the year of our Lord one thousand eight hundred and thirty-seven, and of the independence of the United States the sixty-first.

MARTIN VAN BUREN,
By A. VAN BUREN, *Secretary.*

BY THE PRESIDENT.
SAML. D. KING, *Acting receiver of the General Land Office, ad interim.*

[For plat, see original.]

Pursuant to an order from the surveyor of the United States' lands in Alabama, and in conformity with a certificate No. from the commissioners appointed under authority of the act of Congress, of April 25th, 1812, and recognised by a subsequent act, approved March 3d, 1819, I have surveyed a tract of land claimed by Joshua Kennedy, rept. of Thomas Price, in the city of Mobile, in the State of Al. ship No. 4, south of range No. 1, west of the basis meridian, and south of the 31st degree of latitude, and bounded as follows: Beginning on the north boundary of the claim of Simon Favre at piquet N. being the S. W. corner of Francis Collell's claim; thence N. 7° E. 10.3 c. to piquet A; thence S. 82° E. 5.75 c. to piquet T; thence N. 4 W. 28.50 to piquet H; the S. W. angle of the Presbyterian church, N. 76½ E.

Scale 3 Chains to an Inch

13 ls.; thence S. 69 W. 7.74 c.; thence N. 20 west, along the west side of Joachim street, 21.11 c. to the N. W. corner of the lot granted to Benjamin Dubroca, and called for in the grant to Price; thence N. 69° 45' E. 8.53 c. ; thence N. 20 W. 2.66 c. to the south boundary of St. Louis street; thence N. 69¾ E. 15.44 c., to ancient margin of the river Mobile, being 34½ ls. west of the S. W. angle of St. Louis and Water streets; thence N. 36 W. 9.76 to the south E. corner of the Orange Grove tract granted to John Forbes & Co.; thence N. 82° W. 59.86 to Bayou Marmott; thence with the meanders of the Bayou, S. 12 W. 10 c. S. 6° 30' W. 3 chs. 7 ls. to the S. E. corner of Wm. Fisher's claim; thence N. 60° W. 68.68 c. to the east boundary of Antonio Espejo's claim; thence S. 6° 45' W. 87.30 chs.; thence south 82° E. 126 c. 52 ls., to the place of beginning; containing 921 acres and 42 hundredths of an acre, and having such shape, form, and marks, natural and artificial, as are presented in the above plat and description, the 2d day of February, 1836.

Examined and approved, 26th February, 1836.

JOHN JAMES, *Deputy surveyor.*

JAMES H. WEAKLY, *Surveyor U. S. lands in Alabama.*

GENERAL LAND OFFICE.

I, Thomas H. Blake, commissioner of the General Land Office, do hereby certify, that the foregoing, on pages 1 & 2, are true copies from the documents in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed at the city of Washington, the first day of November, one thousand eight hundred and forty-two.

[L. S.]

THOS. H. BLAKE, *Commissioner.*

LAND OFFICE AT ST. STEPHEN'S, ALA.

We hereby certify, that by the act of Congress of the 3d of March, 1827, entitled An act supplementary to the several acts, providing for the adjustment of land claims in the State of Alabama," and by the second section of the act of Congress of the 2d of March, 1829, entitled An act, confirming the reports of the register and receiver of the land office for the district of St. Stephen's, in the State of Alabama, and for other purposes, the claim of Joshua Kennedy, and other legal representative or representatives of Thomas Price, entered in the reports of said register and receiver as special report No. one, was confirmed, and that it appears by the accompanying plat of the survey thereof, that the claim has been surveyed and designated as sec. No. 40, in T. No. 4 S., of R. No. 1 W., containing nine hundred and twenty-one acres, and forty-two hundredths of an acre.

Now therefore be it known, that on the presentation of this certificate to the Commissioner of the General Land Office, Joshua Kennedy, and the other legal representatives of Thomas Price, shall be entitled to receive a patent for the said tract of land.

Given under our hands at St. Stephen's, this 8th day of April, 1836.
JAMES MAGOFFIN, *Register.*
JOHN H. OWEN, *Receiver.*

Copy of the Orange Grove title as found recorded in the land office, and of the plat recorded in the land office.
Offered in evidence by the defendants below.

[For map, see original.]

I, Don Vincente Sebastian Pintado, surveyor general of West Florida, certify, that from the documents annexed to the memorial preferred by Mr. John Forbes, partner of the house of Panton, Leslie & Co., now known under the firm of Forbes & Co., soliciting that titles in form be made out for him for a tract of land, of two hundred and sixty-three superficial English acres, in the district of Mobile, it appears that the said house was in possession of the land aforesaid, by purchase from William Richardson by William Panton, as may be seen by the writings in English, executed and passed on the 23d and 24th of March, 1774, and which was granted to said Richardson by the British government on the 9th of January, 1767, which two hundred and sixty-three English acres, reduced to the geodesical measure of this province, are three hundred and ten arpens, seventy-seven and one-eighth perches Paris measure, containing eighteen feet same measure to one perch, and one hundred superficial perches to one arpent area, according to the custom received and established in this and the retroceded province of Louisiana; and from the survey made on the 12th May, 1802, by Joseph Collins, deputy of my predecessor, Captain Charles Trudeau, it appears that the land aforesaid is situated in the aforesaid district, and on the eastern side of Mobile river, a quarter of a league more or less north of the fort, the eastern part whereof terminates on the bank of the river; and that it is bounded on the north by lands belonging to Jeremiah Terry, said now to be vacant; on the south by vacant lands, and a tract belonging to said house according to information; on the west by lands belonging to Genevieve Fisher, and by other lands said to be vacant; and although in the preceding map, copied from the original formed by the said Collins, annexed to the memorial and certificate of survey (diligentia,) there is an error in the reduction of acres to arpens, since it supposes two hundred and eighty of the latter equal to two hundred and sixty-three of the former, as also in the superficies of the trapezium that represents the tract of land which, according to its dimensions, contains two hundred and eighty-seven arpens; it ought to be understood at all times, in order to avoid prejudice to the claimants, that the two hundred and sixty-three English acres are equal to three hundred and ten arpens seventy-seven perches and one-eighth; and as to the distancia that is observed in the map, from the river to the boundaries of the land that was left unclaimed at that time, on account of its having been impassible, it is now useful in consequence of the claimant having made levies and the necessary drains, and is given

as a compensation for their labor thereat, with the reserve of what is necessary for a free passage along the bank of the river, without altering the figure of the land on the other sides.

And in conformity to the decree passed on the fourth instant, by Don John Ventura Morale, intendant and superintendant general, subdelegate of this province, judge of affairs relating to lands and the royal domain, whereby it is ordered that the title of protection solicited be made out in favor of the said house, I give this for the purpose of being attached to it, in the town of Pensacola, this 14th of September, 1807.

VINCENTE SEBAS'N. PINTADO.

Recorded in book VII, page 33 & 34. No. 1809.
Pensacola, date as above.

VINCENTE SEBAS'N. PINTADO.

Don John Ventura Morales, intendant pro tem. of West Florida, and superintendant general, subdelegate thereof, judge of affairs relating to lands and the royal domains.

Whereas, on the part of Mr. John Forbes, an inhabitant of this place, and partner of the house of Panton, Leslie & Co., who at this time follow by royal permission the Indian trade in the province, under the firm of Forbes & Co., it was represented to the tribunal of this intendancy, that in September, one thousand seven hundred and ninety-six, he preferred a memorial to the commandancy of Mobile respecting a tract of land which his partner, William Panton, purchased of William Richardson, which memorial he again presented in May, 1802, soliciting that formal possession be given to the said house of the said land, which by them has been settled and cultivated since the year 1796 aforesaid, testimony whereof was presented, together with the map thereof, formed by the deputy surveyor, Mr. Joseph Collins, which in the memorial occupy from page one to five inclusive. And by a decree of the 25th of September last year, it was ordered that the said memorial be submitted to the inspection of the fiscal minister of the royal revenues, who in his representation of the 21st of October, said year, expressed his opinion that the solicitation of the said claimant ought to be complied with, on the terms prescribed by law (en los terminos presentos en el reglamento,) and that the map and certificate of survey (diligencia de apeo,) being recorded by the royal surveyor, the said firm be furnished with the proper title therefor. And by an order (providencia) of the same day, were required the papers dispatching on the 20th of February, present year, that whereof testimony is given by the decree of the 16th of said month, respecting the granting of this and other memorials for land, preferred by the house of the said petitioners, and the giving to them notice that they must produce the documents referred to by the testimony that proves the transfer of the land in question from the royal domain to the individual, and the testimony being copied (compulsado,) Mr. John Forbes presented the aforesaid documents in the English language, with the translation thereof in Spanish, made by Don Andres Fernandez, public interpreter, soliciting anew that he be

protected in the possession of the said land, and that titles therefor be made out in his favor; and by a decree of the 9th of March, the aforesaid interpreter is ordered to review the said translation under oath, and submit it to the fiscal minister, who declared in his representation of the 6th of April last, that it was necessary to recur to the article of the treaty of peace, made upon the conquest of this place, relative to property allowed to be alienated by British subjects, to the prolongation of time granted them, and to whatever other royal order there might be upon that subject. This was granted by the tribunal, with an order that testimony should be taken concerning the said article and the royal order, whereby the time for the departure of the inhabitants was prolonged, and that the memorial be returned to the fiscal minister. The said article being copied, and the copy of the royal order being added thereto, were presented by Forbes, with two evidences of the protection (salvaguardia,) given by the governor and commandant general of St. Augustine, in Florida, to his partner, Mr. John Leslie, on the second of June, 1805, for the security of the store established by the firm in the neighborhood of Apalaches, and also a deposition taken before the commandant of Mobile, tending to prove their property in the said land since the time of the English government, which documents being attached to the memorial were submitted to the fiscal minister by a decree of the 6th April last, and in consequence of the evidence adduced on the first instant, the requisition of the papers with citation for the provision (providencia) that may have taken place with the opinion of the assessor pro tem. of this intendancy, I decreed as follows:

Whereas, from the representation of the fiscal minister of the royal revenues, and the proof of the lawful acquisition of the land comprehended in the map on the first page, containing two hundred and sixty-three superficial English acres, made by Mr. William Panton, at the time when this province belonged to the British government, and the lawful and public possession thereof by Mr. William Richardson, and in consequence of the declaration by this tribunal in the decree of the 16th of February last, stating that no obstacle ought to be opposed to the individual foreigners of the house of Panton, Leslie & Co., and this day with regard to the granting of this and other petitions of John Forbes & Co., it is declared that the said house ought to be protected, as by these presents it is protected, in the possession of the said tract of land, in order that the said firm may not be at any time molested or disturbed therein by the claims of the crown. In virtue whereof, the correspondent title will be dispatched in favor of the said house in the ordinary form. And in consequence thereof, the map platted by Mr. Joseph Collins, deputy surveyor, being corrected by Mr. Vincente Sebastian Pintado, surveyor general of this province, in the copy that was taken of it, with the certificate thereof, whereby it results that the two hundred and sixty-three English acres, reduced to the geodesical measure of this province, are three hundred and ten arpens sixty-seven perches and one-eighth, Paris measure, containing eighteen feet same measure to one perch, and one hundred superficial perches to an arpent

area, according to the received custom of this province. And by the certificate of the surveyor, executed on the 12th May, 1802, by the aforesaid Joseph Collins, it appears that the tract of land in question is situated in the district of Mobile, and on the western side of the river, about a quarter of a league more or less north of the fort, the eastern side whereof terminates on the bank of the said river, and is bounded on the north by the lands of Jeremiah Terry—said to be at this time vacant—on the south by vacant lands, and by the tract of land belonging to the said house, according to the information, and on the west by the lands of Genevieve Fisher, and by others said to be vacant. And although in the map copied from the original formed by Collins, there is an errror in the reduction of acres to arpens, two hundred and eighty of the latter being supposed equal to two hundred and sixty-three of the former; and also of the superficies of the trapezium that represents the land, which, according to the dimensions two hundred and eighty-seven arpens, it ought to be understood in all times to avoid prejudice to the claimants, that the two hundred and sixty-three English acres are equal to three hundred and ten arpens sixty-seven perches and one-eighth, to which they are reduced by the surveyor general; and as the distance that is observed in the map, from the river to the boundary of the land, which was left at that time on account of its having been impassible is now useful, the claimants having made levies and the necessary drains, it is given to them as a compensation for their labor therein, with a reserve of what is necessary to allow a free passage along the bank of the river, without altering the figure of the land on the other sides. Wherefore, using and exercising the powers which the king our lord, God preserve him, has conferred on me, I do in his royal name confirm and ratify to the aforesaid John Forbes & Co. the possession of the three hundred and ten arpens seventy-six perches and one-eighth, already mentioned, and which are contained in the map 1809, with the corrections made by the surveyor general, in order that, as their own, they may possess, sell, and alienate the said land at their entire pleasure, without prejudice to any third person who may have a better right, on condition that they observe and fulfil the requisitions of the land regulations formed and published by the intendancy, on the 17th of July, 1799, as far as the local situation and quality of the land will permit.

In testimony whereof I have ordered the present to be dispatched, signed with my hand, sealed with the escutcheon of my arms, and countersigned by the underwritten secretary pro tem. of this intendancy, in the office whereof, as well as in that of the minister of the royal revenues, this will be enregistered and recorded.

Given at Pensacola, this 25th of September, 1807.

JUAN VENTURA MORALES.

FRANCISCO GUTIERRA DE ARROYO.

The preceding title is recorded on pages 72, 73, 74, and 75 of the book destined for that purpose under my care, in the secretary's office.

Pensacola, the 25th September, 1807.

FRANCIS'O GUTIERRRAS DE ARROYO.

The preceding title is recorded in the principal chamber of accounts of this province, on pages 97, 98, and 99, of the book destined for that purpose.

Pensacola, the 5th of October, 1807.

JOHN FRANC'O. ARNIAUD DE COURVILLE.

Commissioners' report No. 1. Certificate No. 1.

Land office, Jackson Court House.

In pursuance of the act of Congress passed on the 3d of March, 1819, entitled An act for adjusting the claims to lands and establishing land offices in the district east of the island of New Orleans:

We certify, that claim No. 8, in the report of the commissioner numbered 1, (claimed by John Forbes & Co.,) original claimant John Forbes & Co., is recognised by the said act as valid against any claim on the part of the United States, the said claim being for three hundred and ten $77\frac{1}{8}$ arpens, situate near Mobile, and claimed by virtue of a Spanish grant executed by J. V. Morales, and dated the 25th of September, 1807. 97

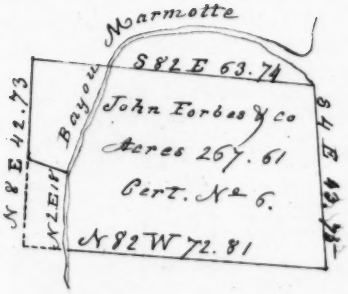
Given under our hands this eighth day of January, 1820.

W. BARTON, *Register*.
W. BARNETT, *Receiver*.
Attest: JOHN ELLIOT, *Clerk*.

[For plat see original.]

Pursuant to an order from the surveyor of the United States lands in Alabama, and in conformity with a certificate No. 6, from the commissioners appointed under authority of the act of Congress, of April 25th, 1812, and recognised by a subsequent act approved March 3d, 1819, I have surveyed a tract of land claimed by John Forbes & Co., on Mobile river, in the State of Alabama, being section No. 12, in township No. 4, of range No. 1, west of the basis meridian, and south of the 31st degree of latitude, and bounded as follows: Beginning at the ancient piquet or post on the south boundary at the junction of the high land and swamp as called for by the grant, at which point drove a large cedar post, barred and banded with iron, *deep*; thence south 82° E. 4 c. 46 links, to estimated high water mark, and drove a large cedar post barred and banded with iron; thence beginning at the first mentioned piquet, and run N. 82° W. with the old line of south boundary, at 55 c. 40 links crossed Bayou Marmotte 15 links wide, course N. E. 68 c. 35 l., to southwest angle of the tract A, shown by the grant; set a post from which a dry pine stump or tree bears N. 8° E. 08 links, supposed to be the same called for by the grant; thence N. 8° E. 30 chains, to edge of swamps 40 c. 65 l., intersected the line between sections 11 and 14, township 4 S., range 1 west, being 31 links E. of the corner of sections $\frac{10}{15}|\frac{11}{14}$ at 42 c. 73 l. to laurel tree anciently marked III, since marked ××, township 4, range 1 W.; thence S. 82 E. 19 c. 27 to Bayou Marmotte course north, 25 c. 27 l. to opposite bank,

97 print 42


Marmotte
S 82 E 63.74
Bayou
John Forbes & Co
Acres 267.61
Cert. No 6.
N 8 E 42.73
S 4 E 42.74
N 82 W 72.81

38 c., to open marsh, 59 c. 01 to a post, 59 c. to a post of wood near its northern termination, about 70 links from it, and extending south in a narrow strip, 60 chains to opposite side of marsh; 63 c. 74 to edge of drift wood and marsh grass on the margin of Mobile river, at the lower side of the mouth of one mile creek; thence down the margin of the river S 4° E. 43 c. 75 to the place of beginning: containing 267 acres and 61 hundredths of an acre, and having such shape, forms, and marks, natural and artificial, as are represented in the above plat and description, the 24th day of January, 1835.

ANDREW HENSHAW, Deputy Surveyor.

Examined and approved, 29th June, 1835.

JAMES H. WEAKLY,
Surveyor U. S. lands in Alabama.

SURVEYOR'S OFFICE,
Florence, 10th April, 1843.

The above is a true copy of the original on file in this office.

JAS. H. WEAKLY,
Surveyor general of the public lands in Alabama.

99/8

[For map see original.]

GENERAL LAND OFFICE,
Solicitor's Bureau, June 6, 1837.

SIR: I submit a report on the Price claim, the case is as follows:

M. D. Eslava, under date of February 27, 1834, protests against the survey, that it includes 2 arpents 4 toises front, and 25 arpents deep, claimed by the heirs of Miguel Eslava, in the south part of Mobile city, under De Lusser, which is not confirmed but claimed by bill of sale to Eslava, in 1809, and was represented as a Spanish title lost by time, &c., but was in fact a French complete grant; that Joshua Kennedy holds under W. E. Kennedy, who in 1820 only claimed 600 arpents.

Jonathan Hunt, under date of February 27th, 1827, protests and says he has land (but what he does not tell,) which he understands is claimed by Kennedy.

(1st.) Objects because grant appears to contain 11 or 1200 acres, whereas the survey of 1826 made it contain 971 acres.

(2d.) That he believes its true location would not interfere with his land, or that of others which appear to be included within its limits.

(3d.) That the survey was made without notice to him.

(4.) That the deputy stated to him he believed there was an error or mistake in the survey. Prays resurvey, with notice to all parties with proof, &c.

(5.) Jonathan Hunt and William Bayard protest that location is flagrantly erroneous, perfectly in violation of the title and order of survey, and that they are preparing certain facts which will show it conclusively; and the papers "will go on in a few days;" no claim shewn by either of them.

A. S. Libscomb, Henry Goldthwaite, Philip McLoskey, Jonathan Hunt, John Bloodgood, Henry Bright, John B. Earle, under date of April 18, 1836, protest, and ask time for a few days to send proof. State that the location is wrong and injurious to themselves and others, owners of grants of lots and lands.

(6.) That it disregards other grants and sweeps them off.

(7.) That it is contrary to the words of the grant, as that calls for the granted lots of Mobile for its eastern boundary; and that the only way of locating it to keep a connexion is to make the granted lots the eastern boundary.

8. That the absolute necessity of a connexion has been disregarded, and an entire leap made over them. They pray a resurvey of the Price claim and those it interferes with; that the parties interested may have notice before the location is determined, and say they will pay costs; their titles are not set forth, nor are the claims alleged to be interfered with named.

Mr. Key as counsel, makes the points following:

(9.) 1st. That the plat returned shows a conflict between the Price location and other grants.

10. 2d. That this conflict has not been settled by the register and receiver.

11. 3d. That it is not possible from the plat to settle the location.

He contends that his 1st proposition is proved by the plats, showing confirmed claims within its limits.

That the 2d proposition is proved by there being no location of the conflicting claims, nothing to show they were surveyed, or that conflicting claimants were heard. That if the lots marked on the plats are to be taken as locations, there is nothing to show whether they are to be included in, or excluded from, the patent. That they are included in the bounds, and if to be excluded from the patent, then there is nothing to show their lines or contents; and that if Kennedy takes, according to the survey, double patents will have to issue for the same land.

That the grant calls to stop at town lots, and survey sweeps over them to river.

Judge Goldthwaite contends that the Price grant was a grant for country lands; that its eastern boundary is *the granted lots of the city of Mobile, and Mobile river*.

(6.) That when a deed calls for a monument or an eastern boundary, it cannot be made a boundary for a western portion of the tract.

6. That therefore the lands east of the grant to Innerarity and others cannot belong to Kennedy.

6. That the general objection to the Price claim is, that it is looked upon as a grant of all the ungranted city lots and domain.

All the foregoing objections marked 2, 5, 6, 7, 8, 9, 10, 11, amount substantially to one and the same thing. I have noticed them severally, merely to show that I have considered them severally.

As to the protest of Don M. Eslava, his statement of his claim shows that it is one this government has not recognised as of any validity, but

he hopes and expects it will. It is enough for us to know that fact to dispose of his objections. The register and receiver cannot attempt to settle conflicts of location between confirmed claims, and those which are held of no validity by Congress; and if it is a perfect French grant as is alleged, no patent from the United States can prejudice the rights of the parties in any suit. Therefore the complaint is unnecessary.

It is possible that if the other protesting parties would be so specific as to state their titles and the particular objection, much labor might be saved to this office. They have not one of them done this, and if strict practice was to be adhered to, they ought all to be regarded as intermeddlers, until they give to the office some evidence other than a general allegation that they have a legal interest in the matter, and also set forth the precise Spanish claim under which they hold title. They have all, however, neglected to do this, and the office is left to determine the propriety of a resurvey under the general allegation that the present one is erroneous.

The proofs offered of error in location are the certificates of James, the deputy surveyor. He, under oath, denies that there is error in the survey, and with the location he had nothing to do. Admitting that his testimony could be of avail on such a point, it amounts to nothing in this case, because his statement under oath overthrows his unofficial certificates.

But I conceive that it should take a strong case to justify this office in holding a location incorrect on the statement of a deputy surveyor, because the law invests the register and receiver with power to determine and direct the manner in which the location and survey should be made. The deputy surveyor has no option about the matter; it is his duty to survey according to the direction given by the register and receiver, whether he thinks the direction right or wrong. Under any circumstances, his opinion to be of any avail, should point *to the facts* that will show the error. I liken this objection to that of a juror who should say, "I found a particular verdict which was wrong, because the law was determined wrongly by the court," without telling what the court declared the law to be, or any fact upon which the principle arose; no superior court would reverse a judgment on such a case.

The objection that the register and receiver have not determined questions of conflict, would be good, if *true*. How is the fact? They were instructed by this office to issue no patent certificates without doing this. They have reported, that during the winter of 1834 and 1835, they spent weeks in Mobile for this purpose; they have finally issued a patent certificate, which is prima facie evidence that they have determined the question, and there is no evidence to the contrary.

They have also certified that the plat made by James is as nearly correct as they can make it; the conclusion must be irresistible, that this objection is unwarranted. The plat shows that all the other real and pretended claims are laid down. Their location is certain, and if the register and receiver could not have determined which should *yield* to the other, wherever they came in conflict, they never can do it, for a

new survey will not help them. The conflicting claims have had their location, for they are all marked upon the plat. Where patent certificates have been issued, they have been surveyed, because no certificate can issue before survey. The legal presumption is, that each real party has had his hearing on his own location, and that they were all satisfied that their claims were respectively correctly located and surveyed, *else* why would they take their certificates; why not when offered them, ask of the register and receiver to correct them; why not now present them and ask this office to correct them; that they have had their claims presented, proved, and confirmed by Congress; have had their orders of survey; have had their surveys made and got patent certificates, is evidenced by the map as to some of the claimants, and show that they must have had their day in court; and their certificate (which is always accompanied by a plat and survey of the claim,) will show their lines and contents sufficiently for all purposes. The only claims within the bounds to which the above remarks will not apply, are those of the Church of the Holy Conception, J. B. Toulmin, L. Dolive, the heirs of Mims, H. Baudin and L. Embree.

Mims and Toulmin's claims are located and excepted from the map.

The claim of the church is located and excepted.

Dolive is located, but must yield to Kennedy, being made since his by Cayetano Perez, who was in office in 1809, therefore must give way.

The Baudin claim is an unconfirmed claim belonging to Kennedy, who is estopped from denying notice. The same remarks apply to this claim which were applied to Eslava's claim, until it is confirmed by Congress, the conflict can hardly be settled, and whether settled right or wrong, no one but Kennedy can complain against the location, or the way in which the register and receiver have settled the conflicts made with it by the Price grant, and I therefore lay it out of view.

Those who object must claim under Mims, Toulmin, Embree, Dolive, or the church, *else* they have had their day in court, in person or by those under whom they hold, (which I take it amounts to the same thing) as would appear from the plats.

The claim of T. Nicholas, certificate 3, is junior, and bad as against the Price grant. C. Perez, who gave this grant, was not in office till 1809.

Certificate 4, M. Ronis, is junior, the date is 1812.

Jesse Embree's claim is bad, there is not *there is not* any evidence of title or occupancy, and it is not confirmed.

F. Trenier had no title and no occupancy till 1811, and is junior.

A. Robeshow had no title till 1811, and is junior.

L. Nicholas, certificate 4, date of grant 1810, and is junior.

A. Surtill, certificates 28, 29 and 30, are junior, no title till 1809.

S. Dolive shows no title till 1811, and is junior.

John Forbes & Co., certificate 1, granted 24th October, 1807, and is junior, but has been located for more than the quantity claimed and confirmed, and is excepted from the patent.

All the other claims have had their locations, and have each a greater quantity surveyed to them than is confirmed by any act of Congress, and are all excepted from the patent, both the good, bad, and indifferent, so far as they may be valid or better titles, and no further; an exception that was introduced through caution.

The 1st objection of Mr. Hunt is an error, the quantity 951, instead of 11 or 1200 acres; it is less than that given by plat of 1826, by 50 acres.

I think all of the other objections which have been variously stated, (and from the best examination I can make they are substantially one, and only one,) are summed up by Mr. Goldthwaite, "that Kennedy must stop at the granted lots, and cannot take city lots east of the grant."

The legal conclusion, that a call for boundary must govern, is undoubtedly correct. This error consists in the misunderstanding of the legal effect of the grant to Price.

The grant (25th November, 1806,) was made agreeably to a plan then presented, and agreeably to which the survey is now made. The grant was made on condition that he should not disturb any one who had received grants of parts of the same; nor Collell, McBoy, or Dubroca, who had received grants from Spain of parts of the same land, which France had before granted to Price; the order was to survey according to the plan, &c. See Pintado's order, the plan and petition.

The duty of the register and receiver by statute, was to survey this according to the customs and usages of the Spanish government. Under that order the duty of the Spanish officer would have been to run the exterior lines, and to survey the quantities of the grants within them, of a date prior to the 25th November, 1806.

This our officer has done; he has noted the grants within the exterior lines upon the plat, and they having been surveyed, and separate plats made of each, I cannot tell why the plat is insufficient, nor why the grant does not give to Price all the vacant (and then ungranted) domain within the exterior bounds.

There is no doubt but Spain intended to grant it. The land bounded south by a line run due west from Collell's southwest corner, west by Espejo, north by John Forbes & Co., east by the river Dubroca, Lalande, McBoy, and Collell, was granted to Price; excepting therefrom the older grants, and whether connected or not, it is not a matter within the jurisdiction of the land office to reject any part of the same that was vacant November 25, 1806.

The necessity of connection relied on is thus done away; the rule of Judge Goldthwaite, that a monumental line must govern when applied to this grant, shows that there could be no correct survey made in any other manner than that in which this has been made, because it has followed the plan of Pintado and his order, and the monumental calls.

The above were the views which I took of the claim, and being unable to see the propriety of having a new survey, I advised a patent. I know not *now*, after this re-examination, where (if on the ground) I

could point out to the register and receiver any error in their work, and certainly do not know how to direct an amendment. And I then, and now advise, that before a resurvey shall be directed, the specific error may be pointed out, so that it can be attended to and corrected at once. If sent back for correction without giving this information, they will be as likely to multiply errors by making new ones, as to correct supposed but unknown mistakes. I advise also that you require the parties to set forth the specific claim interfered with, so that we may determine whether it shall give way or not, or whether these parties have any right to distrust them. Certainly there is no hardship in requiring a party, who alleges that he is hurt, to point out the spot where, and the manner in which it was done.

I therefore advise the refusal of a resurvey, and the issuing of a patent, taking the precaution to specially except both the real and pretended claims, so that hereafter if found better than the claim under Price, by means of any new discovery, a patent emanating from the United States will convey a title.

The recent affidavit of Mr. Sherman satisfies me that the parties in interest, by their agents, or those under whom they hold title, whether formally notified or not, have had actual knowledge, and have availed themselves of an opportunity of making their claims known to the register and receiver, so far as they desired. If heard on the question of conflict, it is sufficient; whether they went into the field to see the survey made according to the determination or not, is not a matter of any importance.

I am, very respectfully,
Your obedient servant.
M. BIRCHARD, *Solicitor*.

To JAMES WHITCOMB, esq., *Commissioner*.

GENERAL LAND OFFICE, *July* 11, 1837.

I hereby certify that the foregoing, on pages to inclusive, is a true copy from the record.

In testimony whereof I have hereunto subscribed my name, and caused the seal of this office to be affixed at the city of Washington, in the day and year above mentioned.
[SEAL.]
JAS. WHITCOMB, *Commissioner*.

SURVEYOR'S OFFICE, FLORENCE, ALA.
18*th April*, 1835.

SIR: Enclosed herewith I send you my quarterly accounts for the last quarter of the year 1834, and the first quarter of the present year.

I will thank you to have the accounts for salary and clerk hire, and "additional clerk hire" adjusted, and the amount due me transmitted as early as convenient.

The account for the survey of the Chickasaw lands is closed.

In my account for expenses incidental to the surveys of the public lands, I have charged all the expenses incurred on the visit to Mobile,

for the purpose of examining the surveys of the private land claims in that vicinity.

In the performance of that duty, I deemed it best to take with me the draftsman in my office, together with all the books and papers relating to the St. Stephen's land district.

On arriving at Mobile, it was thought advisable to employ a surveyor of great skill and experience, and one in whom all parties concerned could have confidence, to assist me in the examination and final adjustment of that work. In Mr. Andrew Henshaw I found a surveyor who united all the qualities requisite. I therefore thought it right to employ him, at a per diem compensation, as the work to be done required much *patient* and *laborious examination*. He, with my draftsman and myself, went into the field and laboured from morning till night.

As there was such a diversity and clashing of interests, and as the lands were of so great value, it was necessary to investigate with great patience; and as the land marks and points of beginning had in many instances been changed and obliterated, it became necessary to survey and resurvey the whole of the claims as many as three or four times, before we were satisfied that we had placed them in their proper positions. One claim alone, which lies in the heart of the city, consumed a week. And in this way did we proceed until we had finished. The work was of a very laborious and disagreeable kind, many of the lines of surveys being through swampy and *wet low lands*.

I am induced to believe that we arrived at accuracy, and hope there will be an end of complaint.

The survey of Dowell was found inaccurate in almost every particular, that is, he had not located the claims in the right place. Indeed it was impossible for him to have done so; and I believe that no other mode than the one pursued would ever have succeeded in making them correct, as the old land marks were in many instances removed or destroyed. Nor could any surveyor locate them correctly for ten times the compensation allowed by law.

I hope the account for the services of the deputy surveyor, and all other expenses and services attending the examination and final adjustment of the work, will be approved of, and the amount ordered to be paid. We are now preparing the result of our labours for your office, and will make return thereof as soon as possible.

My quarterly account for the surveys of the Creek lands will be transmitted in a day or two.

The survey of those lands is completed, except that portion on the line dividing Georgia and Alabama, which must remain until that boundary is finally settled.

I am, &c., &c.
JAS. H. WEAKLEY.

Hon. ELIJAH HAYWOOD,
Com. Gen. Land Office, Washington.

GENERAL LAND OFFICE,
July 20th, 1837.

I hereby certify the foregoing to be a true copy from the original on file in this office.

In testimony whereof, I have hereunto signed my name, and caused the seal of the General Land Office to be affixed the day and date first above written.
[SEAL.]

JNO. M. MOORE,
Principal clerk of the public lands and act'g Commissioner.

SURVEYOR'S OFFICE,
Florence, Ala., 1*st July*, 1835.

SIR: Enclosed are my accounts for the quarter ending 30th ult. In making an examination of the surveys of the private claims in the vicinity of Mobile, it was found most expeditious and easy to have the services of two surveyors. Mr. James was employed with that view, being a stout and athletic young man, and more able to encounter the swamps than Mr. Henshaw. He was also deputed to locate the claims anew after the examination was made, and we had determined their location. His account and receipt was made out and left in blank before leaving Mobile, and left with Mr. Hazard to be filled up and forwarded to me at Florence. It was not received till April, and is consequently charged in this account. My account for incidental expenses now exhibits a balance of $81,985 $\frac{41}{100}$ in my favor, which, if found correct, be pleased to order me payment as early as convenient.

I will thank you to have my accounts for salary and clerk hire, and additional clerk hire adjusted, and payment ordered at as early a day as convenient.

With great respect, &c.,
JAS. H. WEAKLEY.

Hon. ELIJAH HAYWOOD,
Commissioner Gen. Land Office.

GENERAL LAND OFFICE,
July 20th, 1837.

I hereby certify the within to be a true copy from the original on file in this office.

In testimony whereof, I have hereunto signed my name, and caused the seal of the General Land Office to be affixed the day and date first above written.
[SEAL.]

JNO. M. MOORE,
Principal clerk of the public lands, and acting Commissioner.

SURVEYOR'S OFFICE, FLORENCE, ALA.
9th May, 1836.

SIR: A few days since I received a letter from Philip McLoskey, esqr., of Mobile, enclosing me the amount of my account for expenses incurred and services rendered, during the visit paid to Mobile, in the

winter of '34 and '5, for the purpose of examining and adjusting the surveys of the private claims, &c., in that vicinity. Mr. McLoskey also assures me that he will pay Messrs. Henshaw and James, surveyors, their accounts for their services. The cause of delay in making payment, has arisen he informs me, from the difficulty he has experienced in collecting from those interested their respective quotas of the expense.

On the first of April last, I called upon you for the sum of twenty-five hundred dollars, to be placed to my credit in the Union Bank of Tennessee, to pay the amount due me, and meet the contingent expenses of this office. As payment has since been made by the citizens of Mobile of the amount of my accounts for services rendered them, I have only to ask for the sum of five hundred dollars to be placed to my credit to pay the balance due me, and meet the contingent expenses of this office.

I am, &c., JAMES H. WEAKLEY.

Hon. ETHAN A. BROWN,
Commissioner Gen. Land Office.

GENERAL LAND OFFICE,
July 20th, 1837.

I hereby certify the within to be a true copy from the original on file in this office.

In testimony whereof, I have hereunto signed my name, and caused the seal of the General Land Office to be affixed the day and date first above written.

[SEAL.]

JNO. M. MOORE.
Principal clerk of the public lands, and acting Commissioner.

GENERAL LAND OFFICE,
24th May, 1836.

SIR: Your letter of the 9th instant has been received, advising that P. McLoskey, of Mobile, had enclosed you the amount of your account for expenses incurred and services rendered in the winter of 1834 and '5, in examining and adjusting the private claims in that vicinity, and had assured you that he would pay Messrs. James and Henshaw their accounts for their services; and that in consequence thereof you request that the requisition of $2,500 made by you on the 1st of April, to pay the amount due you, and meet the contingent expenses of the office, be reduced to $500 for contingent expenses.

Previous to making this requisition on the treasury, some further explanations on your part will be necessary.

In your accounts for the 1st and 2d quarters of 1835, I find the following charges made against the United States for surveying private claims in and near Mobile, viz:

To Jas. H. Weakley, for extra services and expenses of himself and Mr. Sammoner - - -	$1,170 00
To Andrew Henshaw, deputy surveyor - - -	404 50
To John James - - - - - -	325 00

As your letter contains, so far as I am informed, the first intimation that you had, in conjunction with the deputy surveyors, made a charge against the citizens of Mobile for services, you are requested to furnish this office with a full and detailed statement of all the circumstances connected with this payment to you by the citizens of Mobile, particularly as you appear to have charged the United States for the same services.

I am, &c.,
ETHAN A. BROWN, *Commissioner.*

JAMES H. WEAKLEY,
Surveyor general, Florence, Ala.

GENERAL LAND OFFICE,
July 20, 1837.

I hereby certify the foregoing to be truly copied from the records in this office.

In testimony whereof, I have hereunto signed my name, and caused the seal of this office to be affixed the day and date first above written.
[SEAL.]

JNO. M. MOORE,
Principal clerk of the public lands, and acting Commissioner.

SURVEYOR'S OFFICE, FLORENCE, ALA.
4th June, 1836.

SIR: I have to acknowledge the receipt of your letter of the 24th ult., in reply to mine of the 9th May, calling upon you for a requisition in favor of this office, of the sum of five hundred dollars instead of twenty-five hundred dollars, called for in my letter of the 1st April last.

You remark that "previous to making this requision on the treasury, some further explanations on your part will be requisite."

The following explanation, I hope, will prove satisfactory. Great complaints had arisen among the private land claimants in the city of Mobile, against the surveys which had been executed by James Dowell, deputy surveyor of the private claims in that vicinity. On the 28th November, 1833, I was ordered by your predecessor, Mr. Hayward, as soon as the business of this office would permit, to repair to Mobile and take with me every paper in relation to those claims, and make the necessary examination. I accordingly did in the winter of 1834-'5 do so, and took with me F. Sannoner, esq., the draftsman in this office. We spent about two months in patient and laborious investigation and examination, and succeeded at last in rectifying those surveys, and I believe in giving satisfaction to all concerned. I also employed two very experienced surveyors, Messrs. Henshaw and James, to assist me. When we had finished, I made out their accounts for their services, and returned home. In making out my quarterly accounts for the 1st and 2d quarters of 1835, these items for their services, as well as an account for my own and Sannoner's expenses and services, were charged in those accounts to the United States, and the balances have been regularly carried forward in the succeeding accounts.

About the 1st of December last, (the first intimation I had of it,) Mr. P. McLoskey, of Mobile, one of those interested in the adjustment of the resurveys, called at this office on his way home from the north, and informed me that you had decided that those citizens of Mobile interested in the examination and correction of those surveys in the vicinity of Mobile, must pay the expenses attendant upon the same, and that if I would make out a statement of the amounts and transmit it to him at Mobile, he would remit me the amount on his return home. I accordingly made out copies of the accounts and transmitted them to him, and on the 9th December he acknowledged the receipt of them, saying, that he would shortly transmit to me the amount of my account, and pay Messrs. Henshaw and James, who lived in the neighborhood, their respective accounts. I waited patiently, expecting to receive his remittance, until 1st April, when thinking, that from some cause or other, the citizens of Mobile might decline payment, I made out my quarterly accounts and forwarded them to you, and informed you that I should not look to the citizens of Mobile any longer, but call upon you for justice, and requested you to have the amount of twenty-five hundred dollars placed to my credit in the Union Bank of Tennessee, to pay the amount due me, and meet the contingent expenses of this office. However, on the 2d May, I received a letter from Mr. McLoskey, enclosing to me the amount of my account, and assuring me that he would pay Messrs. James and Henshaw. For that reason, on the 9th May, I informed you that I had received payment from the citizens of Mobile, and accordingly requested you to reduce the requisition for twenty-five hundred to five hundred dollars. My quarterly account, ending 31st March last, exhibits a balance due me on that day of $2,136 $\frac{40}{100}$. On the 2d May, of the present quarter, the United States was credited the sum of $1,899 50, being the amount of the accounts of Henshaw, James, and myself, charged in the 1st and 2d quarters 1835. This credit will appear in my quarterly account ending on the 30th of the present month, leaving still a balance due me on the 2d May, of $236 $\frac{90}{100}$, which will be gradually increasing every quarter. The requisition of 9th May was intended to pay that balance, and leave me some funds for the contingencies of the office.

I am, &c.,

JAS. H. WEAKLEY.

Hon. ETHAN A. BROWN,
Commissioner of the Gen. Land Office.

GENERAL LAND OFFICE,
July 20th, 1837.

I hereby certify the within to be a true copy from the original on file in this office.

In testimony whereof, I have hereunto signed my name, and caused the seal of the General Land Office to be affixed the day and date first above written.

[SEAL.]

JNO. M. MOORE,
Principal clerk of the public lands, and acting Commissioner.

Supreme court of Alabama, January term, 1844.

Whereas the clerk of the circuit court of Mobile county has certified to this court, under his hand and seal, a transcript of the record and proceedings had in this cause, in obedience to the writ of error to him directed, which record is incomplete, therefore the parties have mutually agreed, with the assent of the court now here, that the same may be amended; and thereupon it is agreed by the counsel, with the assent of the court, that this transcript be substituted as a true and full transcript of the proceedings had in said cause, and that the same be received and recorded here as such, and the original transcript here certified being incomplete is withdrawn by consent; and the said plaintiffs in error have leave to assign error on this transcript in lieu of the original one, which is mutually agreed by the parties in this court.

GEORGE N. STEWART,
Attorney for plffs. in error.
JOHN A. CAMPBELL,
for defendant.

Supreme court, January term, 1844.

And the said plaintiffs in error, against whom judgment was rendered in the court below, come by their attorneys, and shew to the court now here that in the record and proceedings, and in the giving of judgment in the court below, there is manifest error, in this, that the court erred in the several opinions and decisions made, in the admission and rejection of evidence, and in the instructions given to the jury, and in refusing to give the instructions prayed for by the defendants below, as shewn in the bill of exceptions; wherefore, they pray said judgment be reversed and for nothing held, and the cause be remanded.

GEORGE N. STEWART,
A. F. HOPKINS,
for plaintiff in error.

And on the 8th day of January, being a day of the January term, 1844, of the supreme court; present, all the judges of the said court, (Judge Goldthwaite not sitting,) came said parties by their attorneys; and thereupon the record in this cause, and the matters assigned for error therein, being argued and examined, and mature deliberation thereon had, it now seems to the court, that in the record and proceedings of said circuit court there is no error. It is therefore considered that the judgment of said circuit court be in all things affirmed; and that the defendant in error recover of the plaintiffs the costs of this cause in this court, and in said circuit court.

Opinion.

HALLETT & WALKER, et al.,
vs.
DOE ex dem. HUNT et al.

Writ of error to the circuit court of Mobile.

This was an action of ejectment at the suit of the defendants in error

against the plaintiffs, for the recovery of a "parcel of land" situate in the city of Mobile, the form and location of which are shewn by the following diagram:

[For map see original.]

The defendants under the usual consent rule confessed lease, entry, and ouster, and pleaded *not guilty;* thereupon the cause was submitted to a jury, who returned a verdict of *not guilty* as to one of the defendants, and *guilty* as to the others, describing with particularity the lands from which they had ejected the plaintiffs, and a judgment was rendered accordingly.

On the trial the plaintiffs excepted to the ruling of the court. From the bill of exceptions it appears that the plaintiffs claimed the land in controversy as a part of the Orange Grove tract; the defendants claimed it as a part of, or appertaining to, the Price grant; and the question was, where was the line of division between the two tracts, how far the limits of each extended on the east, and what were the riparious rights of the proprietors. To make out their title the plaintiffs adduced a Spanish concession, dated at Pensacola, the 25th September, 1807, and made by the intendant of the province of West Florida to John Forbes & Co. In this concession it was stated that the British government, in seventeen hundred and sixty-seven, granted to William Richardson a tract of land situate in the district of Mobile, on the west side of the river Mobile; that in seventeen hundred and seventy-four Panton, Leslie & Co. purchased of Wm. Richardson the tract embraced by the British grant, and that John Forbes (a partner of the house of Panton, Leslie & Co., then continued under the firm of John Forbes & Co.) by his memorial to the tribunal of the intendancy of West Florida, asked a confirmation of his title. It is then recited in the grant that the memorial, with the accompanying documents, were referred to the appropriate officers of the Spanish government, and their action thereon is stated.

The survey of Don Josef Collins, the assistant, as corrected by Don Vincente Sebastian Pintado, the surveyor general of the province is referred, and the corresponding title to be issued, the concession recites, that the errors in the "plat or figurative plan" of Collins, made on the second of May, 1802, are in "the reduction of acres into arpents, supposing two hundred and eighty of the last to be two hundred and sixty-three of the first," and "in the superficies of the trapezium, which figure said land represents, which, according to its dimensions, contains two hundred and eighty-seven arpents." It is then affirmed that "two hundred and sixty-three English acres are equal to three hundred and ten arpents seventy-seven and one-eighth perches, as calculated by the surveyor general; and the distance in the plat marked out, as being from the river to the limits (east) of the land, and left unsurveyed, at that period, being impassable, has since been rendered useful by the owners having ditched and drained the same, which they are to receive in compensation for the above mentioned error: with the reserve, however, of

leaving a free passage on the bank of the river, without altering the figure of said tract on the other side." After making these recitals, with others which need not be noticed, the concession proceeds thus: "whereupon, exercising the power which the king our lord (God preserve him) has conferred on me, in his royal name, I confirm and ratify to the before mentioned John Forbes & Co., the possession of the three hundred and ten arpents and seventy-seven perches and one-eighth of land, which are superficial, and contained in the plat number one thousand eight hundred and nine; with the correction made by the surveyor general, in order that they may, as their own property, possess, sell, or dispose of the same, at their own free will and pleasure, (provided it does not interfere with the claims of a third party,) with the condition that they have to observe and comply with the land regulations published by this intendancy on the seventeenth of July, seventeen hundred and ninety-nine, or as far as it relates to the local situation and quality of the land. In testimony, &c."

James Innerarity testified that John Forbes & Co. were in possession of the Orange Grove tract as early as 1802, and he has been informed that their possession dated back to a time previous thereto; that the line now claimed by the plaintiffs was the south boundary of the land in the Spanish times; on that line there was no cultivation or improvement, but there was a house and field occupied by John Forbes & Co. some distance north of it, and the line itself was marked on trees running back from the highland, and was, as witness understood, run and marked by Collins, the Spanish surveyor, and was claimed by the grantees to be their southern boundary. Along that line there was a cart road, which run from the edge of the highland back some distance, and then turned off to the plantation. Witness considered the grantees in possession to that line, although it was not actually occupied by improvements. *Further*, in front of the house and field, and at some distance above the land sued for, a part of the low ground was reclaimed and ditched to the river, and used as a rice field, but since abandoned. At the edge of the highland, (the spot pointed out to Mr. Henshaw,) on the south line, there was a stake.

Mr. Henshaw was next introduced as a witness by the plaintiffs, who proved a survey made by himself for the plaintiffs in the year 1832, which was given in evidence to the jury. Witness deposed to the courses and distances marked on the map made by him; said he commenced on the south line at the stake shewn him by Inerarity, and run to the place for the southwest corner, but found neither corner nor marked trees; there was an old pine stump not far off, and it was the only sign of a tree about there. Witness found the northwest corner and the north line distinctly marked. The laurel at the northwest corner was marked with Collins's survey-mark. The south boundary was at a greater distance than one hundred and forty French perches from the north. In running out the south line to the river, witness went much beyond the iron bound stake, to Kennedy's wharf, and to the channel. This latter point was inaccessible to him in consequence of the depth of water,

but he calculated geometrically. He considered that the outer edge of the drift wood indicated the course of the river, and according to the survey was north 13° west.

Plaintiffs then laid before the jury as evidence a map reported by Lewis Troost, pursuant to an order of survey made in the cause in which the land in question is delineated, and proved the distances, courses, and contents as therein shown. A copy of this map is attached to the bill of exceptions, and from it the diagram of the land in question is drawn. Troost was introduced as a witness, and proved that the Parish perch was equal to $19\frac{17}{100}$ English feet; that ten perches on each side, or one hundred square perches, were one arpen; that an English chain is sixty-six English feet, and is divided into one hundred links; that an acre is one thousand links on each side, or one hundred thousand square links.

The grant to John Forbes & Co. consisted as shewn by Troost principally of highlands; in front of the highland was a flat or swamp of wet and muddy land of hard bottom, formerly covered with timber; in front of this flat land was a marsh, in which long grass and flags grew in soft mud. This latter is now without timber, generally covered with water, and in front of it is the clear water of the river; at some distance out in the water is what is the channel of navigation of the river, where the water is nineteen or twenty feet deep.

It was also testified by plaintiffs' witnesses that the outer edge of the marsh, which they insisted was low water mark, was at or below where Water street now is.

The plaintiffs deduced title to themselves through John Forbes & Co. by mesne conveyances; they did not give in evidence or rely upon any location of their title by the authority of the Government of the United States, but claimed to hold by virtue of their title as proved without being limited or bound by any survey or location made by the Government.

The plaintiffs adduced the evidence of the confirmation of the claim of John Forbes & Co., and here rested their case.

The defendants gave in evidence a Spanish grant to Thomas Price, together with the confirmation thereof by the United States, as well as the surveys, locations, certificates, reports and patent issued by the Federal Government to John Kennedy, copies of all which are made part of the bill of exceptions. The location of the lands embraced by this grant, will appear by the diagram already made. The defendants also offered evidence to shew that Price had conveyed his interest to Wm. E. Kennedy, the latter to Joshua Kennedy; then proved the death of Joshua, and a devise by him to Hallett and Walker. That Price, Wm. E. and Joshua Kennedy, had been in possession under the grant to Price; that the defendants were in possession, and that they had made improvements on the land.

The defendants also adduced proof tending to shew that at the dates of the grants to Price, and John Forbes & Co. the ordinary high tide flowed further west than the *iron bound stake*, and that the ordinary low tide

extended to that stake; since that time the flats have been filled up by deposits, by washing from the upland, and by artificial means; and houses and wharves have been erected thereon, and streets laid off over the same as indicated by the diagram. Formerly the high water came to the foot of the upland, and still does at places not filled up, so that at very low tides the marsh is uncovered. The ordinary tide of the bay is two or three feet, and the extremes of high and low water are five or six feet, depending upon the winds and seasons. They also offered evidence tending to shew, that the line between the Price & Forbes grant in Spanish times was one hundred and thirty feet north of where it is now laid down by Weakley, the United States' surveyor.

The defendants also gave in evidence copies from the land office, of the application of John Forbes & Co., for the confirmation of his title to the Orange Grove tract, and the confirmation of the same. They further shewed that the land was located and surveyed under the authority of the United States subsequent to the confirmation of title: first, by James Dowell, a surveyor of the United States, and again by James H. Weakley, surveyor general of the United States for Alabama. The latter surveyed both the Price and Forbes tracts, and run the line between them. These several surveys are protracted on the diagram. It was also proved that the iron bound stake is at the point shewn on Weakley's survey as the northeast corner of the Price, and the southeast corner of the Forbes grants.

It was also shewn by the defendants that a survey was made of the lands claimed by the plaintiffs under John Forbes & Co., by Henshaw, as a surveyor of the United States; that according to this survey, the Forbes grant contained more land than it called for, and the Price grant as located by the United States contained a less quantity.

The defendants then offered a correspondence and report of Weakley, the surveyor, and other public documents of the land office, in respect to the location and survey of the claim under which the plaintiffs deduce a title. These documents were objected to by the plaintiffs as irrelevant, on the ground that their title had been previously confirmed and complete, and could not be affected by the survey, though ordered by the United States. The objection was sustained, and the evidence rejected. Evidence was also adduced of a proceeding in the land office, shewing a decision on the location of the Price grant, to which the plaintiffs were parties; and also a report on the location of the plaintiffs' title from the General Land Office; the admission of all which was objected to for the reason above stated; the objection sustained, and the evidence rejected.

Upon these facts, the court charged the jury as follows:

1. The grant under which the plaintiffs claimed, having been confirmed as a complete title, their title could not be affected or limited by any survey made by the United States; that such a survey was not necessary to enable the plaintiffs to recover of the defendants. The Spanish concession and confirmation by the Federal Government entitled them to all the land embraced by it, and they might prove what was the location of the land according to the title itself, and would take accordingly.

2. The terms employed in the grant of Forbes & Co., authorized an extension of the north and south lines eastwardly in a direct line across the flat to the channel of the river. That by the channel of the river is meant the limit of the water at the ordinary low tide at the time the grant was made.

3. That the jury should find from the evidence, the south boundary of the Forbes grant, without regard to Weakley's or any other survey made under the authority of the Government, and continue the south line to the channel, and from that point the law would give to each party the water rights in front of his land, by drawing the straightest and nearest line to the channel, and dividing the increase or loss between them, (if any,) by the curve of the river; but all to the westward of the low water mark at the date of the grant, and north of the south boundary, were embraced within the plaintiffs' claim, and they were entitled to recover accordingly.

The defendants, by their counsel, prayed the court to charge the jury as follows:

1. The grant to Forbes & Co. entitled the plaintiffs to hold the land to the point where the high tide ordinarily flowed at the date of the grant, together with the accretion by alluvial deposits since, and no more; their right to the flat or marsh was merely as riparian proprietors, and the lines across the same should not be governed by their course over the upland, but by the extent of front on the river.

2. If the defendants had shewn title derived from the Spanish government, which was confirmed and located by the United States, and the northeast boundary of their land as called for by the Spanish survey and patent, was at the *iron bound stake*, then they were entitled to hold in virtue of their title to that point, and as riparian proprietors from that point directly to the channel of the river, or in proportion to their front. The plaintiffs without proof that their claim was located by the authority of the United States could not interfere with the defendants, by extending their lines in front of the defendants; and that under the Forbes grant they could not recover of the defendants. That this latter grant could not prevail against that to Price, if the latter was located and a patent therefor issued by the United States, and that to Forbes & Co. was not thus established.

3. If the lands embraced by the Forbes and Price grants were surveyed and located by the United States, and a patent issued to the assignees of the Price tract accordingly, such survey was binding on the plaintiffs. In such case the survey would ascertain the eastern limits of the respective tracts, and their rights as riparian proprietors would there commence.

4. If the plaintiffs rely on the location according to their Spanish title, without the aid of any survey by the United States, if the north was ascertained and uncontroverted, and the northwest corner recognised, and no corners ascertained or found on the south line, then the plaintiffs could not come south a greater distance than one hundred and forty perches, but were bound by the distance of the breadth called for by their Spanish survey and grant.

5. The land granted by the Spanish government to John Forbes & Co. in front of the English grant is not confirmed by the United States according to the record certified from the land office, and cannot be so regarded by the court. All of these several charges the court refused to give to the jury.

A. F. Hopkins and G. N. Stewart, for the plaintiffs in error, made and argued the following points. 1. In 1807 the Spanish government was incompetent to grant lands west of the Perdido, the United States having become the proprietor of the country under a treaty with France in 1803; consequently the concession to Forbes & Co., if intended to convey more land than was embraced by the British grant to Wm. Richardson would be inoperative as to the excess. 2 Peters' Rep. 253; 12 Peters' Rep. 511; 14 Peters' Rep. 170; 8 Porter's Rep. 33, 176; 9 Id. 590, 597, 602–'4 ; 3 Ala. Rep. 47.

2. There is no conflict between the Price claim and the alledged British grant to Forbes & Co. The latter does not include the land in controversy.

3. The grant under which the plff's claim, was confirmed by the United States for three hundred and ten arpens $77\frac{1}{8}$ perches; and this it is said was the quantity of the supposed British grant. The only evidence of the British grant is the recital contained in the Spanish concession, and this latter having been made after the United States became the proprietors of the country, it is a nullity, and the pl'ffs can claim under the confirmation only, which does not embrace the shore.

4. The grant to Price is older than that to Forbes & Co., and would have been preferred to it, if the country had continued under the dominion of Spain ; and the title conferred by it must still be considered as paramount. 9 Peters' Rep. 117—133. 12 Id. 140. 13 Id. 133. Ibid. 228—261. Abbot's Ex'r vs. Doe ex dem. Kennedy, 5 Ala. 393. If there is a conflict as to the riparian rights under the Price grant, and the alleged British grant to Richardson, the latter must yield to the former. But there is none ; the conflict (if any) arises from the enlargement of the British grant by the Spanish concession in 1807 ; this latter was to Forbes & Co., after the grant to Price in 1798, and the confirmed additional grant to him in 1806.

5. Conceding that there is a conflict between the concession to Forbes & Co., as confirmed by the United States, and the grant to Price, it must arise by the confirmation of the former embracing the shore. The United States cannot confer upon an individual the title to the land between high and low water, and consequently cannot confirm an invalid Spanish grant to make it thus operate. By the treaty of Paris, the Federal Government held the shores in trust for the States to be formed out of the territory acquired thereby, and the compact proposed to Alabama was entered into on the part of the United States the day previous to the confirmation of the void grant to Forbes & Co. 9 Porter's Rep. 590–'7, 602–'4. 3 Ala. Rep. 47. The plaintiff then shewed no title to the premises in question, and it is immaterial whether the defendants have a good title or not, as they are in possession they can

hold it against all persons who do not shew a superior right. But the defendants in virtue of the confirmed grant to Price, have a clear right to the property in dispute, as riparian proprietors, if the view taken of the plaintiffs' claim be correct.

6. The lines of the Forbes grant could not be extended beyond those called for by Collins's survey; and the circuit court erred in permitting the plaintiffs to recover land lying south of these.

7. As *to* the concession to Forbes & Co. specifies no quantity, and the confirmation is for three hundred and ten arpens 77⅛ perches, the quantity expressed in the alleged British grant, and less than is embraced in the Spanish concession, it is necessary to shew a survey on the part of the United States to ascertain the location of the tract to which the title was confirmed, and this, although the confirmation be valid, and may operate retrospectively.

J. A. Campbell, for the defendants in error, contended, the land in dispute is not embraced by the defendants' title; the survey of the United States, and the patent issued pursuant *thereto*, to Joshua Kennedy; is by *metes and bounds*. The patent conveyed only the lands without those bounds. Even supposing the Price grant was bounded by the river, it did not extend below high water mark; but it can only be looked to as it was surveyed and located by the United States. The patent furnishes the highest evidence of location. It is the performance of the act that the Spanish governor Gayoso ordered; it is giving titles in form, which the order presupposes.

The first instruction is that on which most stress is laid. This involves the construction of the act of Congress of the 3d March, 1819. *Land Laws, part* 1, *p.* 316. This act recognises the title of Forbes & Co. as *complete* and *valid*, (see report to which it refers; *Am. State Papers, Public Lands, vol.* 3, *p.* 7,) and the report is made under the act of the 25th April, 1812, 1 *Land Laws*, 208.

The recognition of a grant as a valid and perfect title against the claim of the United States, is an admission that Spain was the owner of the soil at the time of its date, was authorized to make, and had made, a complete and valid disposition of it; and such a recognition is binding on the judiciary. In deference to the executive, the judiciary has denied the power of Spain to dispose of the territory between the Iberville and Perdido, since the treaty of St. Ildefonso; but in respect to perfect grants specified in the report referred to, Congress have in effect declared that the power of Spain is ample. This being the case, these concessions became valid by the law of nations, and are entitled to their protection, and it would be an act of confiscation to impair or defeat them. 2 *Peters' Rep.* 317, *id* 365. The recognition affirms their validity *ab initio*, and it cannot be gainsayed; in fact the act of Congress is a grant in itself. 8 *Cranch's Rep.* 229, *id.* 43; 6 *Peters' Rep.* 735, '6, '7, '8; 14 *id.* 390, *et seq.* In such case no patent is necessary, the confirmation operates as a patent. 6 *Peters' Rep.* 723, '4. 1 Land Laws, 92, 3, '4, 122. 12 Peters' Rep. 418, 452, '3 '4. 1 Land Laws, 214, 506, 557, 345; 2 Id. 666, 102, '4, 879, 891. 1 White's Recop. 701.

The act of the 3d March, 1819, embraces four classes of claims. 1. Perfect grants; these are recognised as valid and complete. 2. Imperfect titles; these are confirmed. 3. Donation claims; these are entitled to a grant. 4. Actual settlers; these have merely a preference right. The eleventh section allows the register and receiver to survey the lands that are "confirmed," or "directed to be granted as donations," and to cause any other surveys to be made. This permission to direct surveys was for the information of the land office, but does not bind individuals' rights. The 12th section shews this to be so in allowing patents to be confirmed, and donation claims and certificates only to be recognised claims; and the fourth section of the act of the 8th May, 1822, conclusively shews that no survey is authorized of claims of the latter description. 1 *Land Laws* 353. 14 Peters' Rep. 379, 383. 1 Land Laws 429 and 455. 2 Id. 23, 712, 716. These citations shew that the survey of a recognised claim is not provided for [by] Congress, and when the certificate of confirmation has issued, the land office cannot direct it. In the present case the survey was made in 1835, and the certificate had issued years before.

The construction of the concession under which the plaintiffs deduce title, is satisfactorily shewn in 8 Porter's Rep. 1, 9 Id. 405, 590. 1 How. U. S. Rep. 95. See also 4 Eng. Exch. Rep. 429. 6 Id. 344. 6 Peters' Rep. 723. 12 Peters' Rep. 410. 14 Id. 353. 1 White's Recop. 367, 359, 371. 2 Id. 502. A reference to these authorities will also make it apparent that Great Britain or Spain may grant the shore of the navigable waters within their colonies. See also Martin et al. vs. Waddell, 16 Peters' Rep. 367. 4 Wash. *C. C.* Rep. 371.

The people of this State have the right of navigation, &c., of the waters within it, yet the sovereign power may make qualified grants, so that the rights of the citizens are not impaired. The United States was the sovereign of the soil of Alabama up to the time that she consented to become a member of the confederacy, and Congress up to that time might rightfully grant the shore. If the United States had tacitly or impliedly dedicated it to public uses previously, an individual cannot avail himself of such dedication, so as to limit the power of the Federal Government over the subject.

The recognition of the grant to Forbes & Co. was retroactive. The assertion by the United States of a title to the country between the Iberville and Perdido was for national purposes; but when it was withdrawn in favor of individuals, it was as if it never had been made. 8 *Peters' Rep.* 310. 14 *Id.* 365. 2 *Am. State Pap. Foreign Relations*, 627.

It is not permissible to go behind the confirmatory act of 1819, and inquire whether the grant to Price is more potent in itself than that under which the plaintiffs claim. Congress there recognise the act of Spain as valid and operative against the Federal Government and individuals. The qualified confirmation of the Price grant to Kennedy shews that the plaintiffs' claim was excepted from its influence.

The idea that the concession to Forbes & Co. is recognised for three

hundred and ten arpens 77⅛ perches and no more, is not well founded. In the report of the commissioner it is described as "a claim" under a "complete grant," the authority by which it was made, date, quantity, &c. The act of Congress says nothing about quantity, but merely recognises the validity of the concession, and this establishes it according to the legal effects of its terms. *See report* in 3 *State Papers, Public Lands, and acts* of 1812 *and* 1819. 1 *Land Laws ut supra.*

The concession to Price in 1798, was without survey or location; it was afterwards confirmed by a subordinate Spanish officer, with an order for a resurvey, that titles in form might be presented. All this, if genuine, made but an incomplete title, and inoperative by the act of Congress of 1804 and 1805. 1 *Land Laws*, 114, 123. The grant by Gayoso in 1798 was laid before the commissioner under the act of 1812, (3 State Papers, Land Laws 11.) The other evidences of title dated in 1806, were brought before the commissioners by J. Kennedy. (3 *State Papers, Public Lands* 440. 5 Id. 128.) By the second section of the act of 1829, the Price claim, which had been submitted on a special report, was confirmed on terms which are stated in the 4th section; and by the 5th and 6th sections a survey, location and survey, are authorized to be made and issued. All this cannot in any manner affect the recognition in 1819 of the Forbes grant. 12 *Pet. Rep.* 454.

The time for presenting claims under the acts of 1819 and 1822 had elapsed, and Kennedy was without remedy or hope, until the act of 1827, (1 *Land Laws* 429,) was passed. Under this state of the case, and regarding the terms of the patent, it is not allowable for the defendants to go behind it. The patent is the consummation of a title, prescribes the metes and bounds of the land, and the party holding under it must look to it as the highest evidence of his title, and can claim no more than the United States has thereby renounced.

The letters of Weakley, the surveyor, were clearly inadmissible, because they were improper evidence in themselves, and tended to establish no material fact. His location of the Forbes grant, as far as he run the lines east, is not objected, but it is insisted that he had not the right to construe it to the prejudice of the grantee, or those claiming under them. As for his location of the Price claim, the plaintiffs did not dispute it. 1 *Phil. Ev.* 230.

The opinion of the Solicitor of the Treasury was also properly rejected; it does not appear that it was adopted by the department, and if it was, it cannot conclude all inquiry upon the points it determines. Besides, it was merely intended to inform the department whether a patent could rightfully issue in the particular case; when it has issued, all previous inquiries are merged, and the patent becomes evidence of title so far as it was vested in the Government, but does not affect any pre-existing right. 9 *Pet. Rep.* 225. In every point of view the opinion is irrelevant evidence. 7 *Cranch's Rep.* 354. 2 Lomax *on real property*, 388. The act of the 2d March, 1819, providing for the admission of Alabama into the Union, did not restrain the powers of Congress until the terms were accepted; and consequently, the act of the 3d March is

operative, although it recognises the right of Forbes & Co. to the shore. *Mr. Calhoun's speech on the admission of Michigan.* 6 *Peters' Rep.* 748. 7 *Id.* 51.

As to the question of boundary, it was properly referred to the jury; they might consider possession for a great length of time as sufficient, especially if acquiesced in by all parties. The iron bound stake is the admitted boundary; this has been settled in the survey for the defendants. In fact the call of the Price grant, made in 1806, is for that under which the defendants claim. 7 *Johns. Rep.* 242. 6 *Wend. Rep.* 467. 10 *Id.* 104. 12 *Id.* 422. 6 *Peters' Rep.* 499.

The lines were marked as well as traced on the survey which made a part of the concession to John Forbes & Co.; this being the case, the charge prayed, in respect to the boundary, was properly refused. 4 *Ala. Rep.* 581. 18 *Wend. Rep.* 157.

Kennedy derived his title from the United States. The act of confirmation is a mere relinquishment of the claim of the United States, and the patent which issued is qualified and restricted, as has been already said. Kennedy then was a privy to the title under which the plaintiffs claim, and is consequently bound by the recitals therein in respect to the British grant. 4 *Peters' Rep.* 83–88.

There is no evidence in the bill of exceptions, that the point at which the jury have found the southeast corner of the Forbes grant was covered with water in 1819, or that any of the land between high and low water in 1806 was there in 1819.

If it was allowable to look behind the patent to the Price grant, then it might be shewn that the powers of Gayoso, who made it as the representative of the King of Spain, had ceased previous to its date.

Collier, C. J. The fourth section of the act of 1812, for ascertaining the titles and claims to lands in that part of Louisiana which lies east of the river Mississippi and island of New Orleans, "directs that persons claiming lands in that 'tract of country,' by virtue of any grant, order of survey, or other evidence of claim whatsoever derived from the French, British, or Spanish governments," shall exhibit their claims to the commissioner appointed for the examination of the same, that he may cause them to be recorded, &c. By the 5th section the commissioner is authorized "to inquire into the justice and validity of the claims" filed with him, &c., and the 7th section requires the commissioner, &c., to prepare, &c., abstracts from the records of claims exhibited, and report them to the Secretary of the Treasury, who is to lay them before Congress "for their determination thereon." 1 *Land Laws* 208, *ed.* 1838. The lands in question being situated within the territory to which the statute refers, the then claimant submitted the evidence of his title to the commissioner for examination, who reported thereupon in November, 1817, that John Forbes & Co., were then as well as originally, the claimants under the Spanish government, by grant dated 25th September, 1807; that the quantity claimed was three hundred and ten arpens $77\frac{1}{8}$ perches, situated near Mobile, surveyed on the 14th September, 1807, and cultivated since the year 1779, &c. He further reported that the claim

was founded on a complete grant, which was valid agreeably to the laws, usages, and customs of Spain.

On the 3d March, 1819, Congress legislated upon the commissioners' report, and enacted "that all the claims to lands founded on complete grants from the Spanish government, reported to the Secretary of the Treasury by the commissioners from the districts east and west of Pearl river, appointed under the authority of an act entitled "An act for ascertaining the titles and claims to lands in that part of Louisiana which lies east of the river Mississippi and island of New Orleans," which are contained in the several reports of the commissioners, and which are in the opinion of the commissioners valid, agreeably to the laws, usages, and customs of the said government, be, and the same are hereby recognised as valid and complete titles against any claim on the part of the United States." The next section enacts that Spanish orders of survey, &c., which are favorably reported, shall be confirmed; provided, that such confirmation "shall amount only to a relinquishment forever, on the part of the United States, of any claim whatever to the tract of land so confirmed or granted."

It will be observed, that the grant to Forbes & Co. does not derive its legal efficacy from the statute cited. The act of 1819 explicitly *recognises*, that is *acknowledges*, it to be a valid and complete title against the United States, or any right derived from the United States. It does not confirm or impart to it validity, but admits that *per se* it possessed this quality; that independently of the legislation of Congress, it operated *proprio vigore*.

It is objected to this view of the statute, that as Spain by the treaty of St. Ildefonso ceded the country west of the Perdido, and south of latitude thirty-one, to France, it was incompetent for the Spanish authorities subsequent to the date of that treaty to grant the land situate within the same; and therefore the grant to Forbes & Co., made some seven years thereafter, was a mere nullity. True, every department of the Federal Government has maintained that France ceded it to the United States, and although a portion of it remained in the possession of Spain up to the year 1813, the latter government could make no disposition of the soil subsequent to 1800, when the treaty of St. Ildefonso was negotiated. In thus asserting the rights of the United States, the judiciary was but carrying out the principles and opinions often expressed both by the executive and legislative departments. It has never been intimated by any decision that it was not competent for Spain during the period of its occupancy to grant the lands in the country with the assent of the United States, or that Congress could not recognise its grants as valid. The course of the judiciary has been mainly influenced by the opinion and course of action of the co-ordinate branches of government; if these had yielded to Spain the dominion of the soil, by acquiescing in her construction of the treaty under which she ceded Louisiana to France, the judiciary would doubtless have re-echoed their conclusion. This the courts should have done according to strict propriety. Both the executive and legislative departments more appro-

priately represented the nation in the acquisition of this territory, and their interpretation of the treaty, especially if in harmony with the understanding of Spain, would determine its meaning.

In speaking of incomplete titles originating after the treaty of St. Ildefonso, the Supreme Court of the United States say "such claims are certainly not beyond the reach of Congress to confirm, although it may require a special act of Congress for that purpose; and the present claim being founded upon such act, distinguishes from the doctrine of this court in the cases of Foster and Elam vs. Neilson, 2 Peters', 253; and Garcia vs. Lee, 12 Peters', 511. And such claims have been recognised by this court as existing claims, and not treated as being absolutely void." Lessee of Pollard's heirs vs. Kibbe, 14 Peter's Rep. 365. See also Keene vs. McDonough, 8 Peters' Rep. 310.

Mr. Justice Baldwin in a separate opinion, which he delivered in the case cited from 14 Peters', notices the five different classes of claims embraced by the act of 1819. The first are those founded on complete grants from the Spanish government, which are in the opinion of the commissioners valid, and agreeably to the laws, usages, and customs of Spain; these we have seen are recognised as valid, &c. The learned judge says "Both the acts of 1819 and 1822 being founded on the reports of the commissioners, must be taken with reference thereto, and recognising the claims therein reported as valid, to be complete titles by their intrinsic effect.

The fourteenth section of the act of 1804, "erecting Louisiana into two territories, and providing for the temporary government thereof," enacts, that all grants for lands within the territories ceded to the United States by the French republic, by the treaty of Paris in 1803, made after the treaty of St. Ildefonso, shall be deemed null, void, and of no effect from the beginning, except in certain cases, &c. 1 *Land Laws* 114, *ed.* 1838. Surely it was competent for Congress to disregard this enactment, and give to the treaty a different exposition as to all grants which are valid by the Spanish laws, or else exempt from its application certain claims by acknowledging that they are "valid and complete titles" against the United States, or persons claiming under them. This much the act of 1819 has done *in totidem verbis*, and its legitimate effect, as it respects the grant to Forbes & Co., is a declaration that the land conveyed by it vested in the grantees a title superior to any that the United States had, or could confer.

It is further objected to the title of the plaintiff below, that it will not sustain an action at law, because no patent was obtained from the United States by the original grantees, or their legal assignees, for the lands they claim. The recognition of its validity by the act of 1819, we have seen was an admission that it was complete in itself, and that the Federal Government had no interest to convey. In Strother vs. Lucas, (12 Peters' Rep. 454,) it was held that a grant may be made by law, as well as by a patent pursuant to a law; and a confirmation by a law is as fully to all intents and purposes a grant, as if it contained in terms a grant *de novo*. And in Grignon's lessee vs. Eckhart, 2 How. Rep. U.

S. 344, it was decided that an equitable became a legal title by its confirmation by an act of Congress, which was equivalent to a patent. "It was a higher evidence of title, as it was the direct grant of the fee which had been in the United States by the government itself, whereas the patent was only the act of its ministerial officers." See also United States vs. Aridondo and others, 6 Peters' Rep. 723. Land Laws, part II, ed. 1838, Nos. 864, 1017.

It is not necessary, to enable the assignees of Forbes & Co. to maintain an action, to shew that the lands embraced by their grant were actually located and the limits defined by a surveyor acting under the authority of the United States. The act of 1819 makes an unqualified acknowledgment of the validity and completeness of their title, without requiring any act to be done. The eleventh section, which is the only one pertinent to the present point of inquiry, makes it the duty of the principal deputy surveyor for the lands south of the State of Tennessee, to survey, or cause to be surveyed, the lands the claims to which are confirmed, and that are directed to be granted as donations, where the same have not been already surveyed; and the lands which may be claimed by right of pre-emption whenever directed by the register and receiver, and to execute such other surveys as may be necessary for the ascertainment of the lands as embraced in the report of the commissioner, &c.

The commissioner of the General Land Office to the surveyor general at Tallahassee, under date of the 18th August, 1827, says: the object of a re-survey, on the part of the United States, is to ascertain the vacant and public lands. The confirmation confers a legal right, but where there is a controversy as to the title, the claimant must shew in a court that his survey was legally made under the Spanish government, and prove his boundaries; whereas, by a resurvey and title derived from the United States, he is relieved from difficulty. Land Laws, ed. 1838, part II, No. 864 and No. 878. See also Strother vs. Lucas, 12 Peters' Rep., 454. In Lessee of Pollard's heirs vs. Kibbe, (14 Peters' Rep., 383,) the court consider that the first class of claims confirmed by the act of 1819 are not affected by the requirements of the eleventh section, and that it is not essential to the title of claimants embraced by that class to cause surveys to be made. That the grant to Forbes & Co. comes within the category has been already shewn.

Although the commissioner in his report states the precise quantity of land granted to Forbes & Co., yet this will not limit their claim, and prevent them or their assignees from maintaining a title for all that was in fact granted by the authorities of Spain. The statute, as we have said, acknowledges that the grantees had a complete title independent of the rights of the United States, and it must be permitted to operate according to the terms of the grant. If by an extension of lines as this contemplates, the quantity is greater than the commissioner supposes, his report cannot prejudice the title to the excess. In respect to a concession which was confirmed, such was the opinion of the attorney general. Land Laws, ed. 1838, part II, No. 20.

Under the act of Congress of March, 1827, the register and receiver of the land office at St. Stephen's, made a special report dated the 23d February, 1828, upon the claim of Thomas Price, entitled "Special report, No. 1." In March, 1829, a law was enacted by Congress, entitled "an act confirming the reports of the register and receiver of the land office for the district of St. Stephen's, in the State of Alabama, and for other purposes," the second section of which provides, that all the claims contained in special reports numbered one to four inclusive, and in a supplementary report of the register and receiver, under the provisions of the act of 1827, be confirmed. The fourth section enacts, "that the confirmation of all the claims provided for by this act, shall amount only to a relinquishment forever, on the part of the United States, of any claim whatever to the tracts of land and town lots so confirmed, and that nothing herein contained shall be construed to affect the claim or claims of any individual, or body politic, or incorporate, if any such there be." By the 5th section, the location and survey of the land and town lots, situate in the St. Stephen's district, confirmed by that and former acts, is provided for. And by the sixth section, certificate of confirmation and patents are directed to issue for land and lots confirmed by the act in the same manner as patents are granted in such cases under former acts. Land Laws, ed. 1838, part 1, 429–455. Am. State Papers, Public Lands, 5 vol., 128.

We have seen that the effect of the act of 1819 is an acknowledgment of the validity of the grant to Forbes & Co., independent of the legislation of Congress. This being the case, the act of 1829, even if it were an unqualified confirmation of the concession under which the defendants claimed, it could not be allowed to prevail against the plff's title. The confirmation would be an act harmless to the latter, of no advantage to the former, and operative against the interest of the United States only; interests which, if they ever existed, are estopped from being asserted by the act of 1819.

In the United States vs. Aridondo and others, 6 Peters' Rep. 735, it was held "that no land which had been severed from the royal domain by antecedent grants, which were valid by the laws of Spain, and created any right of property, to the thing granted, in the grantees, passed to the United States, such lands were not liable to subsequent appropriation by a subsequent grant." A government is never presumed to grant the same land twice.

In Chouteau vs. Eckhart, 2 How. Rep. 344, it appears that Congress by an act passed in June, 1812, confirmed to the inhabitants of St. Charles, in Missouri, "the rights, titles, and claims to town or village lots, out lots, common field lots, and commons in and adjoining to the several towns and villages of St. Charles, &c., which lots have been inhabited, cultivated or possessed, prior to the 20th day of December, 1803, shall be, and the same are hereby, confirmed, &c." In 1832, Chouteau presented his claim for part of the land embraced by the act of 1812, to commissioners appointed under the authority of Congress to examine all the unconfirmed claims to land in Missouri. The commis-

sioners reported favorably on the claim, and in 1836 a law was enacted confirming their report, with a reservation to all adverse claimants to assert their claims in a court of justice; and providing further, that the law should not operate against any person who had previously located the land under an act of Congress, or who had purchased the same at a sale by the United States.

The court, after citing several decisions of the supreme court of Missouri, says: "These cases maintain in substance that such inchoate claims (as that of Chouteau was in 1812, when the community of St. Charles took its titles, previously also inchoate,) were not changed in their character by the treaty by which Louisiana was acquired; that the treaty imposed on this Government only a political obligation to perfect them; that this obligation, sacred as it may be, in any instance cannot be enforced by any action of the judicial tribunals; and that the legislation of Congress from 1804 to the present time has proceeded upon this construction of the treaty, as is manifested by the modes adopted to investigate the claims through boards of commissioners, and then acting on them by legislation. This court held likewise, in the United States vs. Wiggins, 14 Peters, 350. *Further*. The Federal Government being unable to confirm the same land to two adverse claimants, must then, to some extent, determine between the conflicting titles. Each claimant depends upon the justice or comity of the present Government; and when the Government exercises its powers and confirms the land to one, it must necessarily be considered in a court of law the paramount and better title; consequently, the title confirmed in 1812 being *prior in tempore* to that confirmed in 1836, was held to be *potior in jure*.

The case which we have noticed thus at length would seem to be conclusive against the defendants, even if the title of the plaintiffs, instead of being recognised as perfect, was confirmed as incomplete. It is unnecessary to consider the character of the qualified confirmation of the Price claim, for if it were absolute, it could not prevail against the grant to Forbes & Co.

In the grant to Forbes & Co. it is said that the survey made by Collins in 1802 shews that the land is situate in the district of Mobile, and on the west side of the river, a quarter of a league more or less to the north of the fort, and terminated by the bank of said river on the east side, and bounded on the north by lands of Jeremiah Terry, said now to be royal domain; on the south by vacant lands and a lot belonging to said house (John Forbes & Co.,) and according to information, on the west by lands of Genevieve Fisher, which are said to belong to the royal domain." The grant has a plat or figurative plan shewing the form and location of the land across which is drawn a dotted line, running due south from a point where the north line strikes the marsh of the river, over which line is written as follows: "N. 140 *perches*." This plat is referred to by the grant, and may be considered as a part of it, but there is nothing therein said as to the geometrical length of either of the lines that limit the tract.

The bill of exceptions shews that evidence was adduced at the trial

that the south line of the lands claimed by the plaintiff below was the same as that on which they now insist. It was also proved by the *defendants* that the lands embraced by the grant to Forbes & Co. was surveyed by Dowell subsequent to its recognition by Congress, and again by James H. Weakly, the surveyor general of the United States. The latter run the line between the tracts claimed by the plaintiffs and defendants respectively. Both of these surveys are protracted on paper, and the latter shews that the iron-bound stake is on the south line of the land which the plaintiffs are seeking to recover. In addition to this it was shewn that the iron-bound stake is correctly located in the plat which illustrates Weakley's survey.

Under this state of facts we think the court very properly refused to give the fourth instruction prayed by the defendants, viz: that the grant to Forbes & Co. could not be extended more than one hundred and forty perches south of the recognised north line. There is nothing in the plat when taken in connection with the recital or description in the grant which will thus limit it. The writing along the dotted line cannot have this effect; for even conceding that it was intended to indicate the length from north to south, it cannot control the boundaries which are expressly declared upon the face of the grant. These determine the dimensions of the tract, though they may when necessary be aided and explained by the accompanying plat.

The defendants cannot complain that they are prejudiced by this conclusion, for the act of 1829, by which their claim was confirmed, authorizes, in fact contemplates, such a survey as that which was made by Weakley.

In Hagan et al. vs. Campbell & Cleveland, 8 Porter's Rep. 9, the Spanish title under which plaintiffs below claim was before us, and the question of its eastern *terminus* most elaborately considered. We then held that it not only extended to high water mark, but that the north and south lines were to be continued without deflection to the channel of the river. This conclusion was attained upon a view of the terms of the grant, and the accompanying plat to which it referred, in which the lines were thus traced. By that decision we are still willing to abide. See also the Mayor and Aldermen of Mobile vs. Eslava, 9 Porter's Rep. 577.

What we have said renders it unnecessary to add any thing as to the power of Congress to grant the shore of the navigable waters in this State, and the effect in a political point of view of the act providing for the admission of Alabama into the Union. We have in the case last cited expressed ourselves on these points. It will also be apparent that the evidence excluded upon the plaintiffs' objection was irrelevant, and that there is no available error either in the charges given or in those refused. We have only to add that the judgment of the circuit court is affirmed.

THE STATE OF ALABAMA:

I, James B. Wallace, clerk of the supreme court of the State afore-

said, do hereby certify, that the foregoing is a complete transcript of the record, judgment, and opinion of said court in the case therein stated, the originals of all of which are on file, and remain of record in my office.

In testimony whereof I have hereunto set my hand and caused the seal of the court to be affixed, at the capitol, this second day [SEAL.] of July, anno domini one thousand eight hundred and forty-five.

JAMES B. WALLACE,
Clerk, Supreme Court, Alabama.

UNITED STATES OF AMERICA:

The President of the United States to the judges of the Supreme Court of the State of Alabama, greeting:

Because in the record and proceedings, as also in the rendition of judgment in a plea, which is in the said supreme court of the State of Alabama, before you, wherein Richard Roe, Hallett & Walker's ex'rs et al. were plaintiffs, and John Doe on the demise of Hunt, Hagan et al. are defendants in error, a manifest error hath happened, to the great damage of the said plaintiffs, as by their complaint appears. And it being fit, if error there be, the same should be corrected, and full and speedy justice be done the parties aforesaid, do command you, if judgment be rendered, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, so that you have the same at Washington on the first Monday of December next, in the Supreme Court of the United States to be then and there held; that the record and proceedings being then and there inspected, the said Supreme Court of the United States may cause further proceedings thereon to be had to correct the error, what of right, according to law, and the custom of the United States should be done.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, and the seal of the circuit court of [L. S.] the United States for the fifth judicial circuit and southern district of Alabama, this first Monday in January, in the year of our Lord one thousand eight hundred and forty-five.

Issued this 31st day of May, A. D. 1845.

Attest, JOHN FITTS,
Clerk C. C. So. Dist. Ala.

I acknowledge notice of the issuance of the within and foregoing writ of error, and as counsel for the defendants in error do accept service of notice, and waive the necessity of the issuance of a citation, and admit that the appellees are duly cited to appear before the Supreme Court of the United States to answer said writ of error at the December term, 1845, of said court.

Tuscaloosa, June 20, 1845.

JOHN A. CAMPBELL,
Of counsel for Deft.

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SUPREME COURT OF THE UNITED STATES.

No. 121.

THEODORE LEWIS, AND AL., COMPLAINANTS AND APPELLANTS,

vs.

JOHN BAIRD, AND AL., RESPONDENTS.

APPEAL FROM THE CIRCUIT COURT UNITED STATES FOR OHIO.

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Pleas begun and held in the city of Columbus, on the third Monday in the month of December, being the nineteenth day of the same month, in the year of our Lord one thousand eight hundred and forty-two, and of American independence the sixty-seventh, before the honorable John McLean and Humphrey H. Leavitt, judges of the seventh circuit court of the United States, within and for the district of Ohio.

Among other proceedings had were the following, to wit:

THEODORE LEWIS et al., complainants,
vs.
JOHN BAIRD et al., respondents. } In chancery.

Be it remembered, that heretofore, to wit, on the eighteenth day of November, anno domini one thousand eight hundred and forty, came the complainants, by Scott, Ewing, and Andrews, their counsel, and filed in the clerk's office of the court aforesaid their certain bill in chancery against the said respondents, which said bill is in the words and figures following, to wit:

"To the honorable the judges of the seventh circuit court of the United States, district of Ohio, in chancery, now sitting:

Humbly complaining, your orators, Peter K. Wagner, and Sidonia Pierce Wagner, his wife, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza Cornelia Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, and Benjamin Franklin Lewis, all residents and citizens of the city of New Orleans, and State of Louisiana, and John Bowman, and Mary Pierce Bowman, his wife, late Mary Pierce Lawson, residents and citizens of the State of Tennessee, and George C. Thompson, a resident and citizen of the State of Kentucky, respectfully represent:

That on or about the 21st day of November, in the year one thousand seven hundred and eighty-three, (1783,) Brigadier General Robert Lawson obtained from the register of the land office of the State of Virginia a land office military warrant, No. 1921, to the principal surveyor of the lands set apart for the officers and soldiers of the Commonwealth of Virginia directed, authorizing him to lay off, in one or more surveys, for the said Brigadier General Robert Lawson, his heirs or assigns, the quantity of ten thousand acres of land, due unto the said Robert Lawson, in consideration of his services for three years as a brigadier general in the Virginia continental line, agreeably to a certificate from the governor and council, received into the land office, a copy of which warrant will be produced on the hearing, marked A.

Your orators further represent, that some time prior to the 12th day of January, 1788, said land office military warrant, No. 1921, was by the said Lawson lodged in the office of Richard C. Anderson, then principal surveyor of the lands set apart by the Commonwealth of Vir-

ginia for satisfying the claims of her officers and soldiers for services performed in the continental line of that State, during the war of the Revolution, for the purpose of being located. Your orators further represent, that some time prior to the 4th day of June, A. D. 1794, the following locations on said warrant were entered in the book of entries in the office of the said principal surveyor, to wit: "1788, January 12th. No. 1704. Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant No. 1921, on the waters of the Ohio, beginning at the N. E. corner of Josiah Parker's entry, No. 1703, running S. 61° W., 500 poles; thence, S. 29° W., at right angles for quantity." (Same day and year.) "No. 1705. Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant No. 1921, on the waters of the Ohio, beginning at the N. E. corner of his former entry, No. 1704, running S. 61° W., 500 poles; thence N. 29° E., at right angles, for quantity." (Same day and year.) "No. 1706. Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant No. 1921, on the waters of the Ohio, beginning at the S. E. corner of his former entry, No. 1704, running S. 61° W., 500 poles; thence at right angles, S. 29° E., for quantity." (On same day and year.) "No. 1707. Brigadier General Robert Lawson enters 1,000 acres of land, part of military warrant No. 1921, on the waters of the Ohio, beginning at the S. E. corner of his former entry, No. 1706, running S. 61° W., 500 poles; thence at right angles, S. 29° E., for quantity." "1788, February 11th. No. 1714. Brigadier General Robert Lawson enters 1,000 acres of land, part of military warrant No. 1921, beginning at the north corner of Col. Richard K. Mead's entry, No. 1663, running with his line S. 45° E., 320 poles; thence at right angles, N. 45° E., for quantity." (On same day and year.) "No. 1715. Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant No. 1921, beginning at the east corner of Col. Richard K. Mead's entry No. 1663, and north corner to Mead's entry No. 1662, running S. 45° E., 320 poles; thence at right angles, N. 45° E., for quantity." (On same day and year.) "No. 1716. Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant No. 1921, on the waters of the Ohio, beginning at the east corner of Col. Richard K. Mead's entry No. 1662, and north corner of Mead's entry No. 1664, running S. 45° E., 320 poles; thence at right angles, N. 45° E., for quantity. (On same day and year.) No. 1717. Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant No. 1921, on the waters of the Ohio, beginning at the east corner of Col. Richard K. Mead's entry No. 1664, and north corner to Mead's entry No. 1665, running south 45° east, 320 poles; thence at right angles, north 45° east, for quantity." (On same day and year.) No. 1718. Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant No. 1921, on the waters of the Ohio, beginning at the north corner of Tarlton Flemming's entry No. 1667, running with his line south 45° east, 320 poles; thence at right angles, north 45° east, for quantity.

(And on same day and year.) "No. 1719. Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant No. 1921, on the waters of the Ohio, beginning at the east corner of Tarlton Flemming's entry No. 1667, and north corner to General Stephens' entry No. 1672, running with Stephens' line, south 45° east, 320 poles; thence at right angles, north 45° east, for quantity.

Your orators further represent, that the said Brigadier General Robert Lawson, for the purpose, as is believed, of procuring better lands than were embraced by the aforesaid entries, each of 1,000 acres, Nos. 1704, 1705, and 1706, afterwards procured said entries to be withdrawn and re-entered as follows, to wit: "1793, January 11th. No. 1704. Robert Lawson enters 1,000 acres of land on part of a military warrant No. 1921, on the waters of Eagle creek, beginning in Thomas Hill's line of his entry No. 798, 276 poles west from his southeast corner, running south 560 poles; thence east from each end of said line, for quantity." (On the same day and year.) No. 1705. Robert Lawson enters 1,000 acres of land on part of a military warrant No. 1921, on the waters of Eagle creek, beginning at the southwest corner of his former entry No. 1704, running south 560 poles; thence east from each end of said line, for quantity." (And on same day and year.) No. 1706. Robert Lawson enters 1,000 acres on part of a military warrant No. 1921, on the waters of Eagle creek, beginning at the southeast corner of his former entry No. 1705, running north 560 poles; thence east from each end of said line, for quantity."

Your orators further represent, that the said Lawson, for the purpose, as is believed, of procuring still better lands than were embraced in the said re-entries, No. 1705 and 1706, afterwards procured said re-entries to be withdrawn and entered as follows, to wit: 1793, January 21st. No. 1705. Robert Lawson enters 1,000 acres of land on part of a military warrant No. 1921, beginning at the northeast corner of his former entry No. 1704, running south 560 poles; thence east from each end of said line, for quantity." 1793, January 21st. No. 1706. Robert Lawson enters 1,000 acres on part of a military warrant No. 1921, beginning at the southeast corner of Thomas Hill's entry No. 798, running north to Timothy Peyton's entry No. 724; thence east from each end of said line, for quantity.

Your orators will, on the hearing, produce copies of the foregoing entries, withdrawals, and re-entries, marked B, and to them pray reference may, for greater certainty, be had by this honorable court. Thus stood the aforesaid entries prior to and on the 4th day of June, A. D. 1794.

Your orators further represent, that the said General Robert Lawson, on or about the said 4th day of June, 1794, by a certain indenture of three parts, made between him, the said Robert Lawson, of the county of Fayette, of the first part, and Sarah, his wife, of the second part, and James Speed, George Thompson, Joseph Crockett, and George Nicholas, of the third part, duly executed and delivered for the consideration therein expressed, conveyed to the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, for the uses and

purposes therein specified, two thousand acres of military land, described in said deed as "situate on White Oak creek, on the northwest side of the Ohio, being the land mentioned in the first entry made for the said Robert on the surveyor's books;" which said two thousand acres of land, so conveyed by the said Robert Lawson to the said James Speed, George Thompson, Joseph Crockett, and George Nicholas aforesaid, your orators aver to be the identical lands embraced in the aforesaid entries, each of a thousand acres, made in the name of the said Brigadier General Robert Lawson, the first of which was made "1788, January 12th, No. 1707," and the second "1788, February 11th, No. 1714," as per said entries appeared.

Your orators further represent, that, in and by the aforesaid deed of conveyance, the said Robert Lawson, amongst other description of property therein and thereby conveyed, also conveyed to the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, for the uses and purposes therein specified, "five thousand acres of land," which said land is therein described as lying "on the northwest side of the Ohio, being part of the land obtained by the said Robert for his military services, being part of ten thousand acres which have been laid off in lots of one thousand acres each, and being the last entries made in the name of the said Robert, in the office of the surveyor of the continental line," and which your orators aver to be the aforesaid entries, each of 1,000 acres, Nos. 1718 and 1719, made in the name of the said Brig'r General Robert Lawson, "1788, February 11th," and the aforesaid entry, No. 1704, of 1,000 acres, made in the name of the said Robert Lawson, "1793, Feb. 11th," and the aforesaid entries, Nos. 1705 and 1706, of 1,000 acres each, made in the name of the said Robert Lawson, on the said 21st day of January, 1793. Your orators file herewith a duly certified copy of the said deed of trust, marked C, and aver that the said deed of trust was duly admitted to record, in said Fayette county, in the State of Kentucky, and that, on the twenty-sixth day of February, in the year one thousand seven hundred and ninety-eight, a duly certified copy of said deed was duly admitted to record, in the recorder's office of the county of Hamilton, in the then territory of the United States northwest of the river Ohio, the now State of Ohio, in which county all, or nearly all, the lands in question were then situate, and pray that the said copy herewith filed may, for greater certainty in the ascertainment of the special trusts created by said deed, be referred to, and be taken and considered as part of this bill of complaint in this behalf. And your orators further aver, that the said original deed of trust is lost; that your orators have made diligent search and enquiry therefor, in all places where, as your orators supposed, there was any probability of the same being found, and that your orators are unable to find said original deed of trust; but aver that, since the commencement of this suit, they have been informed, and verily believe, that the said original deed of trust was consumed by fire, in the office of the clerk of the county court of the county of Fayette, and State of Kentucky, on or about the 12th day of February, A. D. 1803.

Your orators further charge, that, long after the making of said deed of conveyance to said trustees as aforesaid, on the 16th day of August, A. D. 1796, the said Robert Lawson made an assignment to one John O'Bannon, of three thousand three hundred and thirty-three and one-third (3,333⅓) acres of the land embraced in said warrant, and of the part thereof then to be surveyed, a copy of which assignment is herewith filed, marked D, and made part of this bill. And your orators further charge, that, at the time of making of the said assignment to the said John O'Bannon, the said Robert Lawson was, as the said O'Bannon well knew, habitually intemperate, and had been so for a long time previous; that the faculties of his mind were very much impaired, and that he was wholly incapable of making any valid contract; that there was no valid consideration whatever existing for said contracts; that said assignment was procured from the said Lawson under the false and fraudulent pretence that said O'Bannon had been the locator of said Lawson's aforesaid warrant, No. 1,921, of ten thousand acres; that the existence of said deed of trust was well known to said O'Bannon long prior to the said assignment, and that the said assignment was obtained by said O'Bannon by fraud, and was wholly null and void.

Your orators further charge, that afterwards, to wit, on or about the 25th day of August, A. D. 1796, the said John O'Bannon, well knowing that the aforesaid entry, No. 1,707, of 1,000 acres, made on part of said military warrant, No. 1,921, on the waters of the Ohio, on the 12th day of August, 1788, in the name of the said Brigadier General Robert Lawson, had been conveyed by the said Lawson to the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, on the said 4th day of June, 1794, as hereinbefore charged, under the false and fraudulent pretence that the same entry, or rather that part of the warrant on which the same was based, was embraced in the fraudulent assignment which he had procured from the said Robert Lawson as aforesaid, fraudulently withdrew, or caused said entry, No. 2,707, of 1,000 acres, to be withdrawn, and a re-entry, on the part of the warrant so withdrawn, to be made in the book of entries, in the office of the said principal surveyor, in his own name, in the words and figures following, to wit: "1796, August 25th. John O'Bannon, assignee, enters 965 acres, on part of a military warrant, No. 1,921, on the waters of Straight creek, beginning at the corner of John Tibb's survey, Nos. 1,982 and 1,635, and in the line of Robert Lawson's survey, No. 2,523, running south 27 E., 355 poles; thence N. 63 E., 320 poles; thence N. 27 W., 500 poles; thence S. 63 W., 244 poles; thence to the beginning;" which said entry your orators aver to be certain, special, and precise, and strict conformity with the law, and appropriated for the use of your orator the lands embraced within its calls. And, on the 29th day of the said month of August, 1796, the said O'Bannon, as deputy surveyor, surveyed said entry, in strict conformity with, and returned a plat and certificate of said survey to the office of the said principal surveyor, where the same was duly recorded.

Your orators will, on the hearing of this cause, produce duly certified

copies of said entry and survey, (marked E and F,) and pray they may, for greater certainty, be referred to as part hereof. And your orators aver, that the said lands, so entered and surveyed in the name of the said John O'Bannon for the use of your orators, as last aforesaid, is situated in the county of Brown, in the State of Ohio, and within the jurisdiction of this honorable court; and that said lands exceed in value the sum of two thousand dollars, current money of the United States.

Your orator further charge, that, some time prior to the 12th day of February, 1799, the precise time being unknown to your orators, the said John O'Bannon having procured from the said principal surveyor a duly certified copy of the plat and certificate of the aforesaid survey, No. 1,707, in his own name, and of the warrant on which the same is based, deposited them in the office of the Secretary of State of the United States, and fraudulently applied for a patent thereon, in his own name, as your orators have been informed and believe; that the aforesaid James Speed, George Thompson, Joseph Crockett, and George Nicholas, the trustees named in the aforesaid deed of trust, on discovering the fraud thus attempted to be practised on them, and their cestui qui trusts, named in said deed by the said John O'Bannon and others, by their agent, Joshua Lewis, on the said 12th day of February, 1799, filed in the office of the said Secretary of State a caveat, in the words and figures following, to wit:

"Let no grants issue to White, Fagin, and others, who have purchased lands of General Robert Lawson, lying on the northwest side of the Ohio river, and obtained for his military services, which lands have been legally and bona fide conveyed by said Lawson, on the day of June, in the year 1794, for the purposes therein specified, a true copy of which deed is herewith enclosed; because all those purchases have been made subsequent to the execution and recording the said deed of trust.

(Signed) "JOSHUA LEWIS,
"*Agent for the trustees.*

"The SECRETARY OF STATE."

Received at the Department of State, 12th February, 1799, a copy whereof is filed, (marked D, No. 2.)

And your orators aver, that the said John O'Bannon, during all his negotiations with the said Robert Lawson, in relation to the transfers to himself of said warrant, or any part thereof, well knew that the mental faculties of the said Robert Lawson were so much impaired, by a long course of habitual intemperance, as to render him incapable of understanding his rights, of making a valid contract, or giving a correct statement of his previous transactions; that no contract in relation to the sale or transfer of said warrant, or any part thereof, to said O'Bannon, ever existed; and that no services, as locator for the said Robert Lawson, had ever been performed by him, the said O'Bannon, as to entitle him to 3,333⅓ acres of said warrant. And your orators further aver, that the said O'Bannon, as they have been informed and believe, in some short

time after the filing of said caveat, fraudulently urged the Department to grant him a patent, in his own name, on the survey, No. 1,707, of 965 acres last above referred to, he well knowing that the part of said warrant, No. 1,921, on which said survey is based, had been conveyed by the said Lawson to the said Speed, Thompson, Crockett, and Nicholas, in June, 1794, for the purposes specified in said deed of trust; but the Department declined, for the time being, to grant said patent; and, on the 9th May, 1811, the Department of State finally suspended the further issuing of patents on General Lawson's said warrant, as, from a copy of the proceedings had thereon, duly certified by the Commissioner of the General Land Office, and herewith filed, (marked H,) reference being had thereto, as part hereof, will more at large appear.

Your orators further charge, that the aforesaid tripartite deed of Robert Lawson and others, executed on the 4th day of June, 1794, as aforesaid, conveyed the real estate and personal property therein described to them, the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, their heirs and assigns forever, and to the survivors and survivor of them, the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, their heirs and assigns, forever; nevertheless, to and for, and upon the trusts, intents, and purposes hereinafter mentioned, expressed, and declared, of and concerning the same, that is to say, upon the special trusts that they, the said trustees, James Speed, George Thompson, Joseph Crockett, and George Nicholas, and the survivors and survivor of them, their heirs or assigns, shall permit the said Robert and Sarah Lawson, so long as they shall cohabit together, and the said Robert Lawson, if he should survive the said Sarah, and the said Sarah, if she should again separate from the said Robert, or survive the said Robert, to use, occupy, possess, and enjoy, during their natural lives, and the life of the survivor, under the exceptions above stated, the one hundred and fifty acres of land situate in Fayette county, the slaves, the household and kitchen furniture above mentioned; that they will also convey the said one hundred and fifty acres of land to either of the sons of the marriage that may be alive at the death of the said Sarah, to whom she may appoint the same to be conveyed, by any instrument of writing under her hand, and attested by one witness, subject to the life estate therein of the said Robert, as above mentioned. That they will also convey to America Lawson, upon her attaining the age of twenty, or her marriage, the negro woman Mira, and her increase, and such of the household and kitchen furniture as the said Sarah shall direct, and also the tract of land in Amelia county, above mentioned, to the said America and her heirs, forever. That they will also, after the death of the said Robert and Sarah, convey to the said children of the said marriage who shall be then living such of the slaves and personal property above mentioned as shall be left at that time, to be equally divided between the said children and the legal representatives of those who may be dead at that time, charging the said America with the slaves and personal property she may receive, as above directed. That they will also convey the two thousand acres of land on

White Oak creek, above mentioned, to either of the sons of the marriage, to whom the said Sarah shall direct the same to be conveyed, in manner above directed, for the one hundred and fifty acres of land situate in Fayette county, unless the said trustees, the survivors or survivor of them, shall judge it proper, at any time, to dispose of any part or parts of the said two thousand acres of land, for the benefit and immediate use of the family of the said Robert and Sarah, in which case they shall have full power to dispose of any part or parts thereof, in any manner, and to apply the proceeds thereof for the benefit of the said family, in any way that they may judge most proper; and that they will also convey to America Lawson, and her heirs, one thousand acres; to John Pierce Lawson, and his heirs, two thousand acres, and to Columbus Lawson, and his heirs, two thousand acres, of the five thousand acres of land above mentioned," &c., as from said deed appears.

And your orators aver, that the said Sarah Lawson did not, during her natural life, by any instrument of writing under her hand, attested by one witness, appoint either to whom of the sons of the marriage that was alive at the time of her death, the said one hundred and fifty acres of land situate in Fayette county, or to whom of the sons of the marriage the two thousand acres of land on White Oak creek above mentioned, should be conveyed by the said trustees, as provided in said deed of trust. They further aver, that no conveyance, either of the said two thousand acres situate on White Oak creek, or of the remaining five thousand acres of land above mentioned, as provided for in said deed, was ever made or executed by the said trustees. And they further aver, that the said George Nicholas, one of the trustees named in the aforesaid deed, departed this life on or about the day of , A. D. 1800.

Your orators are unable to state the precise periods of time at which the said James Speed and Joseph Crockett, two other of the trustees named in the said deed of trust respectively, departed this life, or which of them first died; but they charge that each of them departed this life prior to the twenty-second day of March, 1834, whereby the entire real estate named and described in the said deed of trust descended to, and became vested in, the said remaining trustee, the said George Thompson, survivor, as provided in said deed; and the said estate having so become vested in the said George Thompson, as survivor, and his heirs, he, the said George Thompson, on the said 22d day of March, 1834, departed this life, leaving your orator, the said George C. Thompson, his only child, son, and heir at law, whereby the real estate created or conveyed by the said Robert Lawson to the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, descended to, and became vested in, your orator, as sole heir of the last surviving trustee, subject to the trusts created by said deed.

Your orators charge, that the said America Lawson intermarried with Joshua Lewis some time in the year A. D. 1797, and, at the time of her marriage, was under age; that, on or about the 1st day of March, A. D. 1805, the said General Robert Lawson departed this life; and on or

about the 10th day of June, A. D. 1809, the said Sarah Lawson also died, leaving, at the times of their respective deaths, three children, to wit, John Pierce Lawson, America Lewis, late Lawson, and Columbus Lawson, their sole heirs at law, them respectively surviving.

Your orators further charge, that, on or about the 7th day of January, A. D. 1807, the said John Pierce Lawson sold and conveyed to the said Joshua Lewis all his right, title, interest, and claim, either in law or equity, in and to the seven thousand acres of land lying in the State of Ohio, conveyed by said deed of trust as aforesaid, as per deed herewith filed and marked "J." That, on or about the 1st day of June, A. D. 1809, the said John P. Lawson departed this life intestate, leaving your orator, Mary Pierce Bowman, then Mary P. Lawson, an infant, his sole heir at law and legal representative, him surviving; who, before her attaining her majority, intermarried with your orator, John Bowman. That, on or about the 8th day of January, A. D. 1815, the said Columbus Lawson departed this life intestate, unmarried, and without issue, leaving the said America Lewis and the said Mary P. Lawson, now Bowman, his sole heirs at law, him surviving, and in whom the interest, title, and claim of him, the said Columbus Lawson, in and to the said seven thousand acres of land, situate in the State of Ohio, conveyed in the said deed of trust, and also the three thousand acres not conveyed by said deed of trust as aforesaid, became vested.

And your orators further charge, that, on or about the first day of January, A. D. 1813, the said John O'Bannon died, leaving Robert Alexander, esquire, and George T. Cotton, executors of his last will and testament; and that the said George T. Cotton, well knowing the premises, and that the said assignment to the said O'Bannon, of part of said warrant No. 1,921, was fraudulent and void as aforesaid, on or about the 6th day of December, A. D. 1814, applied to the Commissioner of the General Land Office of the United States for a patent to be issued to him on the aforesaid survey No. 1,707, of 965 acres, as executor of the last will and testament of the said John O'Bannon, in trust for the uses and purposes mentioned in the will of the said John O'Bannon, and that the same was made out and recorded; but, prior to its delivery to him, an examination of the case was had, when it was found that said O'Bannon's claim was unfounded; whereupon the said patent was withheld, and the record thereof cancelled.

And your orators further charge, that afterwards, on or about the 21st day of December, 1816, the said George T. Cotton fraudulently deposited in the General Land Office, at Washington, a certain paper, purporting to be a certificate of, and signed by, Ro. Lawson, bearing date the 27th of November, 1802, and purporting to be witnessed by J. Bootwright and C. McAllister, a fac simile of which said pretended certificate, so deposited by the said George T. Cotton, will be produced on the hearing. And your orators aver, that no such certificate was ever signed by the said Ro. Lawson; and aver, that the said certificate so deposited by the said George T. Cotton is a forgery, and by fraud and collusion, and in a manner unknown to your orators, procured to be issued

a pretended patent on said survey No. 1,707, of 965 acres of land, in virtue of the fraudulent assignment procured from the said Robert Lawson in his lifetime as aforesaid; which said pretended patent your orators have been informed, and believe, is in blank, and not signed by the President of the United States, and countersigned by the said Commissioner of the General Land Office; and thereupon, the said George T. Cotton, executor as aforesaid, fraudulently claimed to hold the legal title to said 965 acres of land, No. 1,707, as trustee, in trust for the uses and purposes mentioned in the will of the said John O'Bannon as aforesaid, and has sold and conveyed the same to the persons hereinafter named, or those under whom they claim to have derived title, as your orators have been informed and believe; and your orators file herewith a copy of the said pretended patent, so fraudulently obtained, in blank as aforesaid, marked K.

Your orators further charge, that, since obtaining said pretended patent, and selling and conveying said lands as aforesaid, the said George T. Cotton departed this life intestate. And your orators file herewith copies of the last will and testament of the said John O'Bannon and George T. Cotton, deceased, with the probate thereof respectively annexed, marked L and M, and aver that the said Robert Alexander, esquire, one of the executors named in the last will and testament of the said John O'Bannon, deceased, never qualified as such, and took upon himself the burthen of the execution thereof. That the said Elizabeth Cotton, widow and relict, and one of the devisees and executrix of the said George T. Cotton, deceased, has, since the decease of her said husband, intermarried with one Ben. Taylor, and that neither the said Mary Ann O'Bannon, widow and relict, and one of the devisees of the said John O'Bannon, deceased, nor Elizabeth Cotton, (late O'Bannon, but now Taylor,) Eliza O'Bannon, alias Buchams, John O'Bannon Cotton, Joseph Nevil Cotton, Presley N. O'Bannon, Nancy O'Bannon, Margaret O'Bannon, George O'Bannon, William O'Bannon, Francis Nelson, John O'Bannon Lawrence, John O'Bannon, William O'Bannon, and Mary Rivers, the remaining devisees, nor the said Robert Alexander, esq., as executor of the said John O'Bannon, deceased, nor the said Elizabeth Taylor, (late Cotton, late O'Bannon,) executrix, and one of the devisees of the said George T Cotton, deceased, nor Ben Taylor, her husband, nor the said John O'Bannon Cotton and Joseph Neville Cotton, other devisees and executors of the last will and testament of the said George T. Cotton, deceased, nor George T. Cotton, nor Elizabeth Cotton, (the latter being still in her minority,) the remaining devisees of the said George T. Cotton, deceased, are inhabitants of the State of Ohio, or found within the district of Ohio and jurisdiction of this honorable court; and your orators pray process of subpœna against them, or such of them as may hereafter be found within the district of Ohio and jurisdiction of this court, or consent to become parties defendant to this suit; and that, on the happening of either of said events, they, or whichever of them may be so found, or consent, as last aforesaid, may be taken and considered as parties defendant, and

that, on the final hearing, your honors will decree against them, as hereinafter prayed, or to equity may appertain.

Your orators further charge, that on or about the 1st day of October, 1830, the said America Lewis died, and on or about the 20th day of June, 1833, the said Joshua Lewis also died; and that the said Joshua and America Lewis, at their deaths, respectively, left your orators, the said Sidonia Pierce Lewis, intermarried with Peter K. Wagner, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza Cornelia Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, and Benjamin Franklin Lewis, their only children, heirs at law and legal representatives, them surviving. And your orators aver, that the interest in, and title to, the remaining three thousand acres situate on the northwest side of the river Ohio, as aforesaid, and to the proportionate share of the seven thousand acres of land situate in the State of Ohio, described in the aforesaid deed of trust, which, either in virtue of that deed, or which, by inheritance, descended to and became vested in the said America Lewis, as one of the co-heirs of her deceased brother, the said Columbus Lawson, or as one of the co-heirs of her deceased father, the said Robert Lawson, on her death descended and became vested in your orators, above named, as her only children and heirs at law, subject to the life estate therein of their said father, the said Joshua Lewis; and that at the death of their said father, the said Joshua Lewis, his interest in and title to the said lands descended to and became vested in your orators, his children above named, as his sole heirs at law.

And your orators further aver, that the said America Lewis, formerly Lawson, labored under the disability of either infancy or coverture during her whole natural life; and that at the time of the issuing the said pretended patent for survey No. 1,707, for 965 acres, to the said George T. Cotton, as aforesaid, and from that time to the time of her death the said America Lewis was laboring under the disability of coverture. That Columbus Lawson labored under the disability of infancy until after the death of his brother, John Pierce Lawson, and that he was killed at the battle of New Orleans, on the 8th of January, 1815. And they further aver, that neither the said General Robert Lawson, nor Sarah Lawson, his wife, nor James Speed, George Thompson, Joseph Crockett, or George Nicholas, the trustee, nor America Lewis, nor John P. Lawson, nor Columbus Lawson, cestui qui trusts named in said deed of trust, nor the said Mary P. Bowman, late Lawson, were ever residents in and citizens of the State of Ohio, as your orators believe and charge.

Your orators further charge, that the following persons, to wit: John Baird, James W. Campbell, Thomas Jennings, Isaac E. Day, Duncan Evans, William King, Victor King, Samuel King, Absalom King, William Moore, and Christian Snedicker, each of whom your orators make defendants in this their bill of complaint in this behalf, are in possession of, and claim to have derived title to, certain portions of said tract No. 1,707, of 965 acres, either mediately or immediately, from

the said George T. Cotton, executor of the last will and testament of the said John O'Bannon, deceased; but your orators are unable to point out the links in their separate chains of title, or how derived; they, your orators, however, aver that the said defendants are residents and citizens of the State of Ohio, and require that each of them exhibit the different links in his chain of title. And your orators further aver, that each of said defendants, and those under whom they respectively claim to have derived and hold their title, had perfect notice and knowledge of your orators' said title, either prior to the payment of the purchase money, or receiving conveyances of their respective portions of said land.

Your orators therefore pray, that the writ of subpœna may issue against the said defendants, and that they may answer all and singular the premises. That on the final hearing of this cause, your honors would, by decree, compel the said defendants to convey, transfer, and set over to your orators, all their interest in and title to the lands and premises in question, yield up quiet and peaceable possession thereof to complainants; and account for, and pay over to your orators, the clear and net rents, issues, and profits of said lands; and grant to your orators such other and further relief in the premises as to equity may appertain; and, as in duty bound, will ever pray, &c.

By SCOTT, EWING & ANDREWS,
Their Solicitors.

Exhibit A.

Exhibits referred to in the foregoing bill.

Land office military warrant No. 1,921.

To the principal surveyor of the lands set apart for the officers and sol-
[L. S.] diers of the Commonwealth of Virginia:

This shall be your warrant to survey and lay off, in one or more surveys, for Brigadier General Robert Lawson, his heirs or assigns, the quantity of ten thousand acres of land, due unto the said Robert Lawson in consideration of his services for three years as a Brigadier General in the Virginia continental line, agreeable to a certificate from the Governor and Council received into the land office.

Given under my hand, and seal of the said office, this 21st day of November, in the year one thousand seven hundred and 83.

"JOHN HARVIE."

I do hereby assign to John O'Bannon three thousand three hundred and thirty-three and $\frac{1}{3}$ acres of the within warrant, it being for value received, and to be three thousand acres of the part yet to survey.

As witness my hand, this 16th day of August, 1796.

RO. LAWSON.

Test: DANIEL FEAGINS.

GENERAL LAND OFFICE.

I, Elisha M. Huntington, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of warrant No. 1,921, on file in this office, of the assignment endorsed thereon, and a fac simile of the signatures attached to said assignment.

In testimony whereof, I have caused the seal of the said office to be [L. S.] hereunto affixed, at the city of Washington, the 18th day of February, 1842.

E. M. HUNTINGTON,
Commissioner.

Exhibit B.

Withdrawn, and entered in 308.	1788, January 12th. No. 1,704. Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant No. 1,921, on the waters of the Ohio; beginning at the northeast corner of Josiah Parker's entry, No. 1,703, running south 61° west, 500 poles; thence south 29° west, at right angles for quantity.
Withdrawn, and entered in 309.	No. 1,705. Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant No. 1,921, on the waters of the Ohio; beginning at the northeast corner of his former entry, No. 1,704, running south 61° west, 500 poles; thence north 29° east, at right angles for quantity.
Withdrawn, and entered in 309.	No. 1,706. Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant No. 1,921, on the waters of the Ohio; beginning at the southeast corner of his former entry, No. 1,704, running south 61° west, 500 poles; thence, at right angles, south 29° east, for quantity.
Withdrawn, and entered in 373, in John O'Bannon's name.	No. 1,707. Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant No. 1,921, on the waters of the Ohio; beginning at the southeast corner of his former entry, No. 1,706, running south 61° west, 500 poles; thence, at right angles, south 29° east, for quantity.
Withdrawn, and entered in the name of John O'Bannon, folio 373.	February 11th. No. 1,714. Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant No. 1,921; beginning at the north corner of Colonel Richard K. Mead's entry, No. 1,663, running with his line south 45° east, 320 poles; thence, at right angles, north 45° east, for quantity.
S. v. d. 253.	No. 1,715. Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant, No. 1,921; beginning at the east corner of Colonel Richard K. Mead's entry, No. 1,663, and north corner to Mead's entry, No.

Exhibit B—Continued.

	1,662, running south 45° east, 320 poles; thence, at right angles, north 45° east, for quantity.
S. v. d. 252.	No. 1,716. Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant No. 1,921, on the waters of the Ohio; beginning at the east corner to Colonel Richard K. Mead's entry, No. 1,662, and north corner to his (Mead's) entry, No. 1,664, running south 45° east, 320 poles; thence, at right angles, north 45° east, for quantity.
Withdrawn, and entered in the name of John O'Bannon, 373.	1788, February 11th. No. 1,717. Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant No. 1,921, on the waters of the Ohio; beginning at the east corner of Colonel Richard K. Mead's entry, No. 1,664, and north corner to Mead's entry, No. 1,665, running south 45° east, 320 poles; thence, at right angles, north 45° east, for quantity.
Withdrawn, and entered in 345.	No. 1,718. Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant No. 1,921, on the waters of the Ohio; beginning at the north corner of Talton Flemming's entry, No. 1,667, running with his line south 45° east, 320 poles; thence, at right angles, north 45° east, for quantity.
Withdrawn, and entered in 345.	No. 1,719. Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant No. 1,921, on the waters of the Ohio; beginning at the east corner of Tarlton Flemming's entry, No. 1,667, and north corner to General Stephen's entry, No. 1,672, running with said Stephen's line south 45 east, 320 poles; thence, at right angles, north 45 east, for quantity.
Withdrawn, and entered in the name of N. Massie, folio 346.	1793, January 11th. No. 1,704. Robert Lawson enters 1,000 acres of land on part of a military warrant No. 1,921, on the waters of Eagle creek; beginning in Thomas Hill's line of his entry, No. 798, 216 poles west from his southeast corner, running south 560 poles; thence east, from each end of said line, for quantity.
Withdrawn and entered, 309.	No. 1,705. Robert Lawson enters 1,000 acres of land, on part of a military warrant No. 1,921,

	on the waters of Eagle creek; beginning at the southwest corner of his former entry, No. 1,704, running south 560 poles; thence east, from each end of said line, for quantity.
Withdrawn and entered, 309.	No. 1,706. Robert Lawson enters 1,000 acres, on part of a military warrant No. 1,921, on the waters of Eagle creek; beginning at the southeast corner of his former entry, No. 1,705, running north 560 poles; thence east, from each end of said line, for quantity.
Withdrawn, and entered in the name of N. Massie, 335.	January 21st. No. 1,705. Robert Lawson enters 1,000 acres, on part of a military warrant No. 1,921; beginning at the northeast corner of his former entry, No. 1,704, running south 560 poles; thence east, from each end of said line, for quantity.
Withdrawn, and entered in the name of N. Massie, 335.	1793, January 21st. No. 1,706. Robert Lawson enters 1,000 acres, part of a military warrant No. 1,921; beginning at the southeast corner of Thomas Hill's entry, No. 798, running north to Timothy Peyton's entry, No. 724; thence east, from each end of said line, for quantity.
496.	1795, April 20th. No. 2,523. Robert Lawson enters 2,000 acres, on part of a military warrant No. 1,921, on White Oak creek, and the waters of Straight creek; beginning at the northwest corner of James Curry's survey, No. 1,397; thence east 400 poles; thence south 400 poles; thence east 200 poles; thence north 800 poles; thence west, at right angles, for quantity.
57 B.	January 27th. No. 2,463. Nathaniel Massie, assee., enters 750 acres of land, on part of a military warrant No. 1,921, on the Scioto; beginning at the lower corner of John T. Griffin's survey, No. 484, running down the river to the upper corner of Jno. Wilson's entry; thence, with his line, and from the beginning, with Griffin's line, for quantity.
70 acres withdrawn and entered, 343. 178, B.	No. 2,466. Nathaniel Massie, assee., enters 1,250 acres of land, on part of a military warrant No. 1,921, on the south side of Paint creek; beginning at a hickory and three sycamores on the bank of the creek, marked for a corner, five hundred and forty poles, on a direct line below

Exhibit B—Continued.

	the lower corner of George Baylor's survey, No. 527; thence down the creek 700 poles on a straight line; thence south 20 east; and from the beginning south 20 east, until a line parallel to the general course of the creek will include the quantity.
30 acres withdrawn, entered 393. 58 B.	June 16th. No. 2,533. Nathaniel Massie, assee., enters 400 acres of land, on part of a military warrant No. 1,921, on the Scioto; beginning at the upper corner on the river to Edward Carrington's survey, No. 489; thence running up the river, and from the beginning with Carrington's line, so far as will include the quantity between said line and the river.
21 B.	1796, August 25th. No. 1,707. John O'Bannon, assee., enters 965 acres of land, on part of a military warrant No. 1,921, on the waters of Straight creek; beginning at the corner of John Tibb's surveys, No. 1,982 and 1,635, and in the line of Robert Lawson's survey No. 2,523, running south 27 east, 355 poles; thence north 63 east, 320 poles; thence north 27 west, 500 poles; thence south 63 west, 244 poles, to the beginning.
185, C.	No. 2,794. John O'Bannon, assignee, enters 200 acres of land on part of a military warrant No. 1,921, on the waters of Red Oak creek; beginning at the southwest corner of Jordan Harris' survey, No. 756, running south to the line of Walker Baylor's survey, No. 1,698; thence with his line, northwestwardly, to the line of James Williams' survey, No. 888; thence with his line east, to the beginning.
393, C.	No. 2,795. John O'Bannon, assignee, enters 240 acres of land on part of a military warrant No. 1,921, on the waters of the Ohio; beginning at the upper back corner of David Walker's entry, No. 1,348, running with his back line to the line of John Crawford's survey, No. 1,033; thence with Crawford's line, east, to Crawford's southeast corner; thence north to the line of James William's survey, No. 888; thence with his line east, to the line of Walker Baylor's survey, No. 1,692; thence with Baylor's and Poage's line to the beginning.

254, B.	No. 2,796. John O'Bannon, assignee, enters 830 acres of land on part of a military warrant No. 1,921, on White Oak creek; beginning at the lower back corner of John Roney's survey, No. 919, in the line of Robert Jacob's survey, No. 1,649, running with Roney's back line to the line of Henry Hittis' survey, No. 1,317; thence with Hittis' line to his northwest corner; thence with the line of Samuel Howe's survey, so far that a line south 12 west will include the quantity.
307, B.	No. 2,797. John O'Bannon, assignee, enters 400 acres of land on part of a military warrant No. 1,921, on the waters of the Ohio; beginning at the upper back corner of Mace Clement's survey, No. 386, running with his back line north 44 west, to the corner of Isham Keith's entry, No. 1,702; thence at right angles north 46 east, for quantity.
57, B.	1797, February 12th, No. 2,900. Nathaniel Massie, assignee, enters 366⅔ acres of land, on part of a military warrant No. 233, on the waters of the Scioto, adjoining said Massie's entry, No. 2,463, on the back line the whole length; thence at right angles, westwardly, for quantity.
Withd'n and ent'd in 450.	April 8th, No. 2,961. John O'Bannon, assignee, enters 365 acres of land, on part of a military warrant No. 1,921, on the waters of the lower side of the east fork of the Miami, between the surveys of John Bradshaw, Joseph Winlock, and Edward Stevens, No. 1,672, to include a salt spring in the centre of the survey, to run north, east, south, and west; said spring lies about two or three miles from the creek.
Withd'n, ent'd 129, C.	May 31st, No. 3,033. Nathaniel Massie enters 30 acres of land on part of a military warrant No. 1,921, on the waters of the Scioto river; beginning at three iron-woods and a sugar tree, corner to Robert Powell's survey, No. 503, on the river; thence with his line south 30 east, 170 poles; thence up the river to the beginning.
178, B.	1798, August 24th, No. 3,360. Nathaniel Massie enters 750 acres of land on a military warrant No. 4,808, and part of 4,697, on Paint

Exhibit B—Continued.

	creek; beginning at the upper back corner of said Massie's entry, No. 2,466; thence south 20 east, to a dogwood and beech, marked for a corner; thence north 70 east, 158 poles; south 22 east, 58 poles; south 54 east, 70; north 70 east, 364 poles, to two hickories and a dogwood; thence north 20 west, 48; north 45 east, 180; north 7 east, 196; north 23 west, 68; north 10 east, to Paint creek; thence up the creek to the lower corner of said Massie's entry, and from the beginning down with his back line for quantity.
125, C.	1799, July 25th, No. 2,961. John O'Bannon, assignee, enters 365 acres of land on part of a military warrant No. 1,921, on the northwest of the Ohio river; beginning at the lower corner of said O'Bannon's entry, No. 3,616, on the bank of the river, running down the river to the upper corner of Jacob Smock and others' entry, No. 851; thence with their lines and from the beginning, with O'Bannon's former line for quantity.
531, C. 333⅓ a., S. V. 37, E.	1817, October 18th, No. 9,388. John O'Bannon, assignee, enters 343⅓ acres of land on part of two military warrants, 10 acres on No. 3,952, and 333⅓ acres on No. 1,921, on the Ohio river; beginning at the corner of Nathaniel Foxe's survey, No. 401, and upper corner of Green's survey, No. 640, at the mouth of Little Three Mile, running out from the river with Green's line north 30 east, passing Green's back corner, and with the line of James Monroe's entry, and passing his back corner to the line of Andrew Ellison's survey, No. 2,618; thence with his line, south 60 east, to the line of Henry Bedinger's survey, No. 1,137; thence southerly to his corner; thence southeasterly with Bendinger's line to Charles Scott's first corner in Bedinger's line; thence with Scott's line southwesterly to Edward Stevens' patent corner, No. 1,751; thence with his line, north 60 west, to his corner; thence S. 30 W., with his line, to Fox's lower back corner; thence with Fox's lower end line to the beginning.

Surveyor's office of the Virginia military district, within the State of Ohio.

I, W. Marshal Anderson, surveyor of said military district, do certify, that the foregoing entries and notes of withdrawals in the margin, to wit, No. 1,704, No. 1,705, No. 1,706, No. 1,707, No. 1,714, No. 1,715, No. 1,716, No. 1,717, No. 1,718, No. 1,719, No. 1,704, No. 1,705, No. 1,706, No. 1,705, No. 1,706, No. 2,523, No. 2,463, No. 2,466, No. 2,533, No. 1,707, No. 2,794, No. 2,795, No. 2,796, No. 2,797, No. 2,900, No. 2,961, No. 3,033, No. 3,060, No. 2,961, and No. 9,388, are correctly transcribed from the records of this office.

Given under my hand and seal of office, at Chillicothe, this [SEAL.] 6th day of May, 1841, and in the 65th year of the independence of the United States.

W. MARSHALL ANDERSON.

Exhibit C.

This indenture of three parts, made this 4th day of June, 1794, between Robert Lawson, of the county of Fayette, of the first part, and Sarah, his wife, of the second part, and James Speed, George Thompson, Joseph Crockett, and George Nicholas, of the third part.

Whereas, by an indenture of three parts, bearing date 28th day of April, 1794, made and executed between the said Robert Lawson, of the first part, and the said Sarah, of the second part, and the said George Nicholas, of the third part, it was mutually agreed between the said Robert and Sarah, for the several reasons, considerations, and covenants therein expressed, that they should thenceforward live separate and apart from each other; that the said Sarah should be at full liberty to reside at such place or places as she might think proper, in the same manner as she might have done if she had been a feme sole; and that the said Sarah should be at full liberty to take with her their daughter America Lawson and their son Columbus Lawson, and have the sole care, direction, and management of the said America, and also the said Columbus, until he should arrive at the age of twenty years.

And whereas, at the special instance and request of said Robert Lawson, the said Sarah has consented again to live and cohabit with the said Robert Lawson, and the said Sarah and George have consented to release and discharge the said Robert from his covenants, contained in the said above mentioned deed.

Now this indenture witnesses, that the said Robert Lawson, as well for and in consideration of the said Sarah again consenting to live and cohabit with him, the said Robert; as also in consideration of the said Sarah and George consenting to release him from his covenants contained in the said deed, and also in consideration of the sum of five shillings, to him, the said Robert, in hand paid, by the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, the receipt whereof the said Robert Lawson doth hereby acknowledge, and them thereof forever acquit and discharge, hath granted, bargained, and sold,

and by these presents doth grant, bargain, and sell, unto the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, and unto the survivors or survivor of them, the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, and to their heirs, executors, and administrators, and assigns, of them, their survivors and survivor, one hundred and fifty acres of land, situate in the county of Fayette, being the land on which the said Robert now lives; also two thousand acres of military land, situate on White Oak creek, on the northwest side of the Ohio, being the land mentioned in the first entry made for the said Robert on the surveyor's books; also his right and title to a tract or parcel of land situate on Sweet House creek, in the county of Amelia, and State of Virginia, being the land on which Elizabeth Jackson now lives; also five thousand acres of land on the northwest side of the Ohio, being part of the land obtained by the said Robert for his military services, being part of ten thousand acres which have been laid off in lots of one thousand acres each, and being the last entries made in the name of the said Robert in the office of the surveyor of the continental line; also the following slaves, to wit: Trim, Milly, Jean, and Mira, and their future increase; and also the whole of the household and kitchen furniture of which the said Robert is now possessed; to have and to hold the above mentioned land, slaves, and personal property to them, the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, and their heirs and assigns forever, and to the survivors and survivor of them, the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, their heirs and assigns forever. Nevertheless, to and for, and upon the trusts, intents, and purposes hereinafter mentioned, expressed, and declared, *and declared*, of and concerning the same; that is to say, upon the special trust, that they, the said trustees, the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, and the survivors or survivor of them, their heirs or assigns, shall permit the said Robert and Sarah, so long as they shall cohabit together, and the said Robert Lawson, if he should survive the said Sarah, and the said Sarah if she should again separate from the said Robert, or survive the said Robert, to use, occupy, possess and enjoy, during their natural lives, and the life of the survivor, under the exceptions above stated, the one hundred and fifty acres of land situate in Fayette, the slaves, the household and kitchen furniture above mentioned; that they will also convey the said one hundred and fifty acres of land to any one of the sons of the marriage that may be alive at the death of the said Sarah, to whom she may appoint the same to be conveyed by any instrument of writing under her hand, and attested by one witness, subject to the life estate therein of the said Robert, as above mentioned; that they will also convey to America Lawson, upon her attaining the age of twenty, or her marriage, the negro woman Mira, and her increase, and such of the household and kitchen furniture as the said Sarah shall direct, and also the tract of land in Amelia county above mentioned, to the said America and her heirs forever; that they will also, after the death of the said Robert and Sarah, convey to the said children of the said marriage, who shall then be living, such of

the slaves and personal property above mentioned, as shall be left at that time, to be equally divided between the said children, and the legal representatives of those who may be dead at the time, charging the said America with the slaves and personal property which she may receive as above directed; that they will also convey the two thousand acres of land on White Oak creek above mentioned, to either of the sons of the marriage to whom the said Sarah shall direct the same to be conveyed, in manner above directed, for the one hundred and fifty acres of land situate in Fayette; unless the said trustees, the survivors or survivor of them, shall judge it proper at any time to dispose of any part or parts of the said two thousand acres of land, for the benefit and immediate use and benefit of the family of the said Robert and Sarah, in which case they shall have full power to dispose of any part or parts thereof, in any manner, and to apply the proceeds thereof for the benefit of the said family in any way *that may* judge most proper; and that they will also convey to America Lawson and her heirs, one thousand acres; to John Pierce Lawson and his heirs, two thousand acres; to Columbus Lawson, and his heirs, two thousand acres, of the five thousand acres of land above mentioned. And the said Robert, for himself, his heirs, executors, and administrators, doth hereby covenant with the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, their heirs and assigns, that he will, whenever thereunto reasonably requested, make any other and further assurance in law, which may be necessary to carry the true intention and meaning of this deed fully into effect, as well touching the lands, slaves, and personal property above mentioned, as also respecting the covenants hereinafter made by the said Robert.

And the said Robert doth also further covenant, to and with the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, and their heirs, that he will at no time hereafter offer any personal violence or injury to the said Sarah, and that he will abstain from the intemperate use of every kind of spirituous liquor; and that if he should at any time hereafter again offer any personal violence or injury to the said Sarah, that the said trustees, or any of them, shall have full power and authority *and authority* to dispossess him, the said Robert, of the one hundred and fifty acres of land situate in Fayette, and of the slaves and personal property above mentioned, and the same to deliver to the said Sarah, to be by her used, possessed, and enjoyed, in the same manner as she would have a right to use, possess, and enjoy them, under this deed, if the said Robert had actually departed this life; and the said Robert Lawson doth also further covenant to and with the said trustees, and their heirs, that if he should again, at any time hereafter, offer any personal violence or injury to the said Sarah, or betake himself to the intemperate use of spirituous liquor, that the said Sarah shall be at full liberty to depart from him, and to live separate from him, and to carry and keep with her the above mentioned America and Columbus Lawson, in as full and ample a manner as she could or might have done under the deed of the twenty-eighth day of April above mentioned;

and the said Sarah and George Nicholas do hereby release and acquit the said Robert of all the covenants and agreements contained in the said deed of the 28th of April, which are inconsistent and incompatible with the true intent and meaning of this deed: Provided, always, that the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, shall only be answerable for wilful misconduct in the execution of the trust hereby reposed in them, and that neither of them shall be answerable for the misconduct of either of the other trustees: Provided, also, that the trusts and powers hereby reposed in them shall cease, and be at an end as soon as the purposes for which the same were created and given shall have ceased and be ended.

In witness whereof the parties hereto have hereunto set their hands and seals, affixed the day and year above written.

ROBERT LAWSON, [SEAL.]
SARAH LAWSON, [SEAL.]
JAMES SPEED, [SEAL.]
GEO. THOMPSON, [SEAL.]
By GEO. NICHOLAS,
His attorney in fact.
GEO. NICHOLAS, [SEAL.]
JOSEPH CROCKETT [SEAL.]

Signed, sealed, and acknowledged, and delivered, in presence of us, all but Joseph Crockett, Thos. Stewart, N. Nelson, H. Y. Speed, R. C. Nicholas.

Fayette county, August court, 1794.

This indenture was produced in open court, acknowledged by Robert Lawson, George Thompson, and Joseph Crockett, and James Speed, and George Nicholas; proved, as to Sarah Lawson, by the oaths of Robert C. Nicholas; and afterwards, at October court, 1794, was again produced and fully proved by the oaths of Thomas Stewart and Henry Speed, other subscribing witnesses thereto, and ordered to be recorded.

A copy—Teste:

LEVI TODD, *C. F. C.*

Fayette county, Kentucky:

As clerk of the court of the county aforesaid, I do certify, that the foregoing seven pages is a true copy from the original recorded in my office.

In testimony whereof I hereto set my hand and affix the seal of office, this 14th day of February, 1798, and in the sixth year of the [SEAL.] commonwealth.

LEVI TODD.

As a justice presiding, of the court of the county of Fayette, Kentucky, I do certify, that the foregoing attestation of Levi Todd, who is clerk of the said court, is in due form.

Given under my hand this fourteenth day of February, 1798.

WALTER CARR.

State of Ohio, Hamilton county, ss:

I, Griffin Yeatman, recorder of the county aforesaid, do certify, the foregoing instrument of writing is a true and correct copy taken from the records of said county, as the same stands recorded on the twenty-sixth day of February, in the year one thousand seven hundred and ninety-eight, in Book B, No. 2, pages 381, 382, 383, and 384.

In testimony whereof I have hereunto subscribed my name, and affixed the seal of said office of records, at Cincinnati, this thir-
[L. S.] teenth day of December, 1839.

GRIFFIN YEATMAN, *Recorder.*

Exhibit D.

Land office military warrant, No. 1921.—To the principal surveyor of the lands set apart for the officers and soldiers of the Commonwealth of Virginia, [L. S.]

This shall *by* your warrant to survey, and lay off in one or more surveys for Brigadier General Robert Lawson, his heirs or assigns, the quantity of ten thousand acres of land, due unto the said Robert Lawson, in consideration of his services for three years as a brigadier general in the Virginia continental line, agreeable to a certificate from the Governor and council, received into the land office.

Given under my hand, and the seal of the said office, this 21st day of November, in the year one thousand seven hundred and
[SEAL.] eighty-three.

JOHN HARVIE, *Re. L. Off.*

I do hereby assign to John O'Bannon three thousand three hundred thirty-three and $\frac{1}{3}$ acres of the within warrant, it being for value received, and to be three thousand acres of the part yet to survey, as witness my hand the 16th day of August, 1796.

RO. LAWSON.

Test: DANIEL FEAGINS.

GENERAL LAND OFFICE.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of the original warrant, No. 1921, and of the assigment on the same on file in this office.

In testimony whereof I have hereunto subscribed my name, and caused the seal of the office to be affixed at the city of Wash-
[SEAL.] ington, the 8th day of October, 1839.

JAMES WHITCOMB.

Exhibit D, No. 2.

Let no grants issue to ——— White, ——— Fagin, and others, who have purchased lands of General Robert Lawson, lying on the north west side of the Ohio river, and obtained for his military services, which lands have been legally and bona fide conveyed by said Lawson, on the day of June, in the year 1794, for the purposes therein speci-

fied, a true copy of which deed is herewith enclosed, because all those purchases have been made subsequent to the execution and recording the said deed of trust.

JOSHUA LEWIS,
Agent for the trustees.

The Secretary of State; received at the Department of State 12th February, 1799.

GENERAL LAND OFFICE.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of the original on file in this office.

In testimony whereof I have hereunto subscribed my name, and caused the seal of the office to be affixed, at the city of Wash-
[SEAL.] ington, the 8th day of October, 1839.

JAMES WHITCOMB.

Exhibits E and F.

1796, August 25th, No. 1,707, John O'Bannon, ass'ee, enters 965 acres on part of a military warrant, No. 1,921, on the waters of Straight Creek, beginning at the corner of John Tibbs' survey, No. 1,982, and 1,635, and in the line of Robert Lawson's survey, No. 2,523, running S. 27 E., 355 poles; thence N. 63 E., 320 poles; thence N. 27 W., 509 poles; thence S. 63 W., 244 poles; thence to the beginning.

[For plat, see original.]

Surveyed for John O'Bannon, ass'ee, 965 acres of land, on part of a military warrant, No. 1,921, on the waters of Straight Creek, beginning at two lynns and an ash, corner to John Tibbs' survey, No. 1,982 and 1,635, and in the line of Robert Lawson's survey, No. 2,523, running with Tibbs' line, S. 27 E., 355 poles; crossing a branch at 50 poles to a honey locust, hickory, ash, and buckeye, corner to Tibbs'; thence along another of said Tibbs' lines, N. 63 E., 320 poles; crossing a branch at 67, and one at 124 poles, to a sugar tree, ironwood, beech, and dogwood, corner to Tibbs, and in the line of Matthew Rhea's survey, No. 1,984; thence with Rhea's line, N. 27 W., 500 poles, passing a large clay lick at 370 poles, to a large ash, hickory, and stooping beech, corner to Rhea, and in the line of said Rhea's survey, No. 1,983; thence with said line S. 63 W., 244 poles, to two ashes and a beach, corner to Rhea, and in the line of said Lawson's survey, No. 2,523; thence with said line south, 162 poles, to the beginning.

JOHN O'BANNON, *D. S.*

August 29th, 1796.
September 7th, 1796.

ALEXANDER HOLTON,
ROWLAND THOMAS. } *C. C.*
JOHN DOWDEN, *M.*

Surveyor's office for the Virginia military district, within the State of Ohio:

I, W. Marshall Anderson, surveyor of said military district, do certify, that the foregoing entry and survey, No. 1,707, in the name of John O'Bannon, are correctly transcribed from the records of this office.

Given under my hand and seal of office, at Chillicothe, this 12th day of December, 1840, and in the 65th year of the independence [SEAL.] of the United States.

W. MARSHALL ANDERSON.

Exhibit H.

Warrant No. 1,921, dated 21 May, 1783, issued to Brigadier General Robert Lawson for 1,000 acres. On this warrant the Department of State has granted the following patents:

Vol. 2, page 448.

To Nathaniel Massie, survey No. 2,466, dated 20 Sept., 1798 - -	980 acres.	25 Aug., 1801.
" ditto survey lost - - -	200 "	"
" ditto No. 2,532, and 1 July, 1799	600 "	"
" Philip Buckner, No. 1,715, 5 April, 1788 - - - -	1,000 "	20 Feb., 1805.
" Daniel Feagins, No. 2,253, 1 May, 1795 - - - -	2,000 "	23 " 1807.
	4,700 acres.	

The following surveys, founded on this warrant, were lodged in the Department of State and in the General Land Office, to be patented, and have been suspended:

Survey No. 1707, in the name of John O'Bannon, dated 29th August, 1796, for - -	965 acres.
" 1716, in the name of Gen'l Robert Lawson, dated 4th April, 1788, for - -	1,000 "
" 2794, in the name of John O'Bannon, for -	200 "
" 2796, in the same name, " -	830 "
" 2797, in the same name, " -	400 "
	3,395 acres.

Robert Lawson, on the 16th August, 1796, assigned to John O'Bannon, of his warrant - - -	3,333⅓ acres.
And on the 26th Aug't, 1796, assigned to John O'Bannon, of the survey No. 1716 - - -	333⅓ "
	3,666⅔ acres.

A deed of trust, of three parts, between Robert Lawson, of the first part, and Sarah Lawson, his wife, of the second part, and James Speed, George

Thompson, Joseph Crockett, and George Nicholas, of the third part, dated 4th June, 1794, proven at August and October courts, 1794, and ordered to be recorded, among other covenants, contains the following, viz: "That 2,000 acres of land, (military,) situated on White Oak creek, on the northwest side of the Ohio, being the land mentioned in the first entry, made for the said Robert, on the surveyor's books; also, 5,000 acres of land on the northwest side of the Ohio, being part of the land obtained by the said Robert for his military services, being part of 10,000 acres, which have been laid off in lots of 1,000 acres each, and being the last entries made in the name of the said Robert in the office of the surveyor for the continental line," and sundry slaves and household furniture. "That the trustees, Speed, Thompson, Crockett, and Nicholas, or the survivors or survivor of them, shall, upon the decease of the said Robert and Sarah, convey to the children of the said Robert and Sarah the said slaves and furniture; and also convey 2,000 acres to such son of the said Robert and Sarah as the said Sarah shall designate, unless the said trustees shall dispose of the same for the immediate use of the family.

That they shall convey to America Lawson	-	1,000 acres.
" John P. Lawson	-	2,000 "
" Columbus Lawson	-	2,000 "
		5,000
To the proposed son	-	2,000
Making		7,000 acres.
It has been shown that the Department of State has already granted patents to Nathaniel Massie and others for	-	4,780
Making together an aggregate of		11,780 acres.

Besides this deed of trust, there was lodged in the Department of State a caveat, signed by Joshua Lewis, agent for the trustees, forbidding the issue of patents to White, Fagan, and others, upon purchase of this warrant made from General Lawson subsequently to the date of the said deed. And on the 9th May, 1811, the Department of State finally suspended the further issuing of patents on General Lawson's warrant. On the 22d January, 1812, John O'Bannon, in a letter written by him to the Hon. Thomas Todd, observes, " that the assignment (from Robert Lawson to himself) was made in consideration of my services as locator of General Lawson's *whole claim*. However, had not this been the case, the right of a caveat to suspend the issuing of patents in that office, (Department of State,) cannot be acknowledged, because there is no tribunal competent to try the question." From the foregoing statement of facts arises the following considerations: That the tripartate instrument of Robert Lawson and others, executed on the 4th June, 1794, fully acknowledged and recorded in October, then next, is a legal and perfect act, conveying the several estates therein expressed to the

persons therein named, and for the uses and purposes therein intended.

That the said deed of trust having been recorded within the time limited by the laws of Kentucky for registering and recording deeds, it cannot now be pretended that John O'Bannon and others, who may have purchased of Gen'l Lawson any part or parcel of the land reserved in the deed, and conveyed by him in trust as aforesaid, *subsequently* to the 4th June, 1794, are innocent purchasers, without notice, and thereupon entitled to their patents. That it is at least presumable the patents granted by the Department of State, 25th August, 1801, 20th February, 1805, and 23d February, 1807, were issued without knowledge of the existence of the deed of trust, or without having had reference to it. That the Department of State having granted - 4,780 acres, and the deed specially reserving - - - 7,000 "

making - 11,780 acres,

there is no part of the warrant remaining by which to satisfy the claim of John O'Bannon and others, purchasers subsequently to the 4th June, 1794; the five surveys claimed by John O'Bannon are therefore suspended for the following reasons: 1st. Because 7,000 of the 10,000 acres of land granted by the State of Virginia to Brig. Gen. Robert Lawson have been conveyed by him, in trust, for the benefit of his children. 2d. Because there is no evidence produced to this Department shewing that, by any subsequent legal act, the parties have vitiated, changed, or destroyed the covenants contained in the deed of 4th June, 1794. 3d. Because the quantity of 3,395 acres claimed by John O'Bannon manifestly makes a part of the 7,000 acres secured by the deed of trust, as may be more fully proven by reference to the surveyor's book of entries, No. A, and must descend to the children of Robert and Sarah Lawson, as heirs, although the said Sarah may have *failed to designate* the son to whom the 2,000 acres of the 7,000 shall pass. 4th. Because it is not true, as stated by John O'Bannon, "that the assignment was made in consideration of his services as locator of Gen'l Lawson's *whole claim*," a considerable part of the warrant having been surveyed by Beasley, Kerr, Massie, and others. 5th. Because the assignment from Robert Lawson to John O'Bannon, Nathaniel Massie, and others, are *subsequent* to the date of the deed of trust. And 6th. Because John O'Bannon can have a more easy and certain remedy from the courts of Ohio, sitting as chancery courts, where his *equitable* title will be allowed, and full justice rendered him upon that which is *legal*.

All of which is respectfully submitted to the Commissioner of the General Land Office.

W. B. VANZANDT.

10*th December*, 1814.

I approve the above statement as correct, and am clearly of opinion that the issuing of patents on the five surveys above mentioned ought to be suspended.

J. MEIGS,
Comm'r G. L. Office.

December 12, 1824.

GENERAL LAND OFFICE.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of the original on file in this office.

In testimony whereof I have hereunto subscribed my name, and caused the seal of the office to be affixed at the city of Wash-
[SEAL.] ington, the 8th day of October, 1839.

JAS. WHITCOMB.

Exhibit I.

This indenture, made this seventh day of January, in the year of our Lord one thousand eight hundred and seven, between John P. Lawson, of the one part, and Joshua Lewis, of the other, both of the State of Kentucky, witnesseth: that, for and in consideration of the sum of five hundred pounds, current money of Kentucky, to him, the said John, in hand paid by the said Joshua, the receipt whereof he, the said John, doth hereby acknowledge, and thereof doth acquit the said Joshua and his heirs forever, hath granted, bargained, and sold, aliened and confirmed, and by these presents doth grant, bargain, and sell, alien and confirm, to the said Joshua, all his right, title, and claim, either in law or equity, in and to a certain parcel or parcels of land lying and being in the State of Ohio; which said land, containing seven thousand acres in the whole, was conveyed, by the late Robert Lawson, to George Nicholas, James Speed, George Thompson, and Joseph Crockett, in trust for the said John P. Lawson, Columbus Lawson, and America Lawson; and the said John P. Lawson doth, by these presents, warrant and defend the said land as above granted, bargained, and sold, unto him, the said Joshua, and his heirs, against him, the said John, and his heirs, forever; upon the condition that, whereas, the said Robert Lawson has, since the conveyance in trust aforesaid, conveyed the said lands to divers other persons, who now claim and hold under him; now, if the said lands should not be recovered under and by virtue of the conveyance in trust aforesaid, in that case the said John P. Lawson is not to be liable to refund any part of the purchase-money; nor is he to be responsible to the said Joshua, or his heirs, therefor in any manner, nor in any event whatsover.

In witness whereof the said John P. Lawson hath hereunto set his hand and affixed his seal the day and year first above written.
[SEAL.]

JOHN P. LAWSON.

JANUARY 9th, 1807.

Jessamine county, to wit:

This deed, from John P. Lawson to Joshua Lewis, was produced before me in my office, and acknowledged by the said John to be his act and deed, and is thereupon admitted to record.

Teste: SAMUEL H. WOODMAN, *Clerk.*

A true copy. DANIEL B. PRICE, *Clerk.*

Exhibit K.

James Madison, President of the United States of America, to all whom these presents shall come, greeting:

Know ye, that in consideration of military services performed by Robert Lawson (a brigadier general for three years) to the United States, in the Virginia line on continental establishment, and in pursuance of an act of Congress of the United States, passed on the 10th day of August, in the year 1790, entitled "an act to enable the officers and soldiers of the Virginia line on continental establishment to obtain titles to certain lands lying northwest of the river Ohio, between the Little Miami and Scioto," and other acts of the said Congress amendatory of the said act, there is granted by the United States, unto George T. Cotton, executor of the last will and testament of John O'Bannon, deceased, who was assignee of the said Robert Lawson, in trust, for the uses and purposes mentioned in the will of the said John O'Bannon, a certain tract of land, containing nine hundred and sixty-five acres, situate between the Little Miami and Scioto rivers, northwest of the river Ohio, as by survey, bearing date the twenty-ninth day of August, in the year one thousand seven hundred and ninety-six, and bounded and described as follows, to wit: survey of nine hundred and sixty-five acres of land, on part of a military warrant, No. 1,921, in favor of the said Robert Lawson, (the whole thereof being for ten thousand acres,) on the waters of Straight creek, beginning at two lynns and an oak, corner to John Tibbs's survey, No. 1,982 and 1,635, and in the line of Robert Lawson's survey, No. 2,523, running with Tibbs's line, south 27 deg. east, 355 poles, crossing a branch at 50 poles, to a honey locust, hickory, ash, and buckeye, corner to Tibbs's; thence with another of said Tibbs's lines, north 63 east, 320 poles, crossing a branch at 67, and one at 124 poles, to a sugar tree, ironwood, beech, and dogwood, corner to Tibbs's, and in the line of Matthew Rhea's survey, No. 1,984; thence with Rhea's line, N. 27 west, 500 poles, passing a large Clay lick at 370 poles, to a large ash, hickory, and stooping beech, corner to Rhea, and in the line of said Rhea's survey, No. 1,983; thence with the said line south 63 west, 244 poles, to two ashes and a beach, corner to Rhea, and in the line of said Lawson's survey, No. 2,523; thence with said Lawson's line south, 162 poles, to the beginning, with the appurtenances. To have and to hold the said tract of land, with the appurtenances, to the said George T. Cotton, and his heirs and assigns forever, in trust, as aforesaid.

In witness whereof, the said James Madison, President of the United States of America, hath caused the seal of the General Land Office to be hereunto affixed, and signed the same with his [L. S.] hand, at the city of Washington, the twenty-first day of December, in the year of our Lord one thousand eight hundred and sixteen, and of the independence of the United States of America the 41st.

By the President:

Commissioner of the General Land Office.

GENERAL LAND OFFICE.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of a patent taken from the records of this office, vol. 8, page 57.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of the office to be affixed, at the city of Washington, the 16th day of April, 1840.

[L. S.]

JAS. WHITCOMB.

Exhibit L.

In the name of God, amen. I, John O'Bannon, of the county of Woodford and State of Kentucky, being much afflicted with the rheumatic pains, (but of sound mind,) well knowing the certainty of death and the uncertainty of its approach, do make this my last will and testament, in manner and form as follows: I give and bequeath to my beloved wife, Mary Ann, Ceaser, Peggy, and David, to her and her heirs forever; and I bequeath to her John, Aggy, Billy, and Charlotte, the plantation on which I live, with all my household and kitchen furniture; also three of my choice brood mares, two work horses, my two work steers, one-third of my Bullskin farm rents, with one-half of the rent of my part of lot, No. 1, in Versailles, during her life. Item, I give and bequeath to my dutiful daughter, Elizabeth Cotton, the plantation on which her husband, George T. Cotton, lately traded to Mr. Perry; also Nora, Cyrus, Betts, Nance, and Robert, son of Anna, with one-third of the rents of my Bullskin farms on both sides of the river; also one-third part of the rents of lot No. 1, in the town of Versailles, to her and her heirs forever. Item, I give and bequeath to my daughter, Eliza O'Bannon, alias Bucham, five hundred acres of land, in the county of Hopkins, entered and surveyed in the name of Daniel Ball, and patented in the name of John O'Bannon; also my Amy, Haum, her daughters Finney, Fathey, and Anny, them and their increase forever, to her and her heirs, &c., forever; also one-third part of lot number one, rent of my part to her and her heirs forever. Item, I give and bequeath unto my grandson, John O'Bannon Cotton, Innis and Isham, sons of Nancy; also one equal moiety of five hundred acres of land, in Hopkins county, entered and surveyed in the name of Daniel Ball, and patented in the name of John O'Bannon, to include Steuband licks. Item, I give and bequeath to Joseph Nevil Cotton two negroes, Washington, son of Nancy, and Matilda, daughter of Maria, and the other moiety of the five hundred acres, including Steuband's licks, to be divided equal as to quantity and quality, between John O'Cotton and Joseph Nevil, to him and his heirs forever. Item, I give and bequeath to my brother, Presley N. O'Bannon, one thousand acres of land, lying in Clearmont county, State of Ohio, on the waters of the east fork of the Little Miami, entered and surveyed in the name of William S. Hawkins, and patented in the name of John O'Bannon; also one negro girl Cilla, her and her increase, to him and his heirs forever; also my horse Hanson. Item, I give and bequeath to my niece, Nancy O'Bannon, daughter of my brother William, one

negro girl, Luckey, her and her increase, to her and her heirs forever. Item, I give and bequeath to my niece, Margaret O'Bannon, daughter to my brother William, one negro girl, Eliza, her and her increase, to her and her heirs forever. Item, I give and bequeath to my nephew, George O'Bannon, son to my brother William, one negro boy, James, to him and his heirs forever. Item, I give and bequeath to my brother William one negro woman, Lize, and her daughter Lucinda, them and their increase; also the plantation on which he lives, to run a line parallel to the end and most northwardly line, so as to include his present improvements, during his life, and then to be divided amongst his children equally. Item, all the rest of my property, every kind and description, under every denomination whatsoever, (not heretofore mentioned,) with the exception of Mariah and Beverly, three milk cows, six head of sheep, and three choice sows, with all my farming utensils, and riding chair, Mariah and Beverly to be hired out during the life of my wife, Mary Ann O'Bannon; the cows, sheep, and hogs, farming utensils, and chair, I give and bequeath to my wife Mary Ann, during her life; all other property, as abovementioned, to be sold and settled by my executors, with power to collect, sue for, and recover, all sums of money due by debts, or shall become due by sale or sales of my estate. Item, I give to my niece, Frances Nelson, twenty-five dollars annually, to be laid out in wearing apparel for her, to be taken out of the hire of Maria and Beverly. Item, I give and bequeath the balance of the hire of Maria and Beverly, to be equally divided between my wife Mary Ann and Elizabeth Cotton. Item, I desire that, after my just debts *is* paid, out of the moneys arising from debts due me or sales of my said estate, the balance to be divided in six parts, two parts to Elizabeth Cotton, two parts to Eliza O'Bannon, alias Bucham, one part more to John O'Bannon Lawrence, one part unto John O'Bannon, son of my brother Joseph, the other part. Item, I desire, after the decease of my wife Mary Ann, all the property left to her for life, with my Bullskin tracts on the Ohio, in the State of Ohio, Clearmont county, my part of lot No. 1, with its improvements, Mariah and Beverly, to be sold to the highest bidder, and divided into eight parts, one part to Elizabeth Cotton, one part to Eliza O'Bannon, alias Bucham, one other part to Joseph Nevil Cotton, one other part to Presley N. O'Bannon, one other part to Nancy and Margaret O'Bannon, daughters of my brother, William O'Bannon, to be equally divided between them; one other part to William O'Bannon and Mary Rennix, son and daughter of my brother Joseph O'Bannon, to be equally divided between them; one other part I give to Lucy and Fanny O'Bannon, daughters of my brother Thomas O'Bannon, to be equally divided between them; the last part I give to my wife's niece, Mary Ann Bohannon, daughter of William Bohannon, to them and theirs forever. Item, I give and bequeath to my grandson, John O'Bannon Cotton, all that tract of land in this State, in the county of Bracken, heretofore included in my Bullskin tract, at the decease of my wife Mary Ann, to him and his heirs forever. Item, it is my desire that none of the foregoing devisees

shall enter into full possession till they arrive at full age; but those negroes left to my brother William's children to be lent to them, or hired out for their use, until they become of age. Not having legal aid in the writing this will, I do request and appoint my trusty friend Robert Alexander, esq., Doct. Lewis Marshall, and Herman Bowman, esq., to construe this my last will, and decide all controversies, if any should arise, without their reverting to the law. I do also appoint Robert Alexander, esq., and George T. Cotton, my executors of this my last will.

Given under my hand and seal, this the seventeenth day of January, 1810.

[L. S.] JOHN O'BANNON.

Signed, sealed, and delivered in presence of—
JOHN BUCKNER,
CHRISTOPHER SHOTTEN,
LOUIS MARSHALL.

Woodford county, sct.

April County Court, 1813.

This the last will and testament of John O. Bannon, deceased, was produced in court, and proven by the oaths of the subscribing witnesses thereto, and ordered to record. Whereupon George T. Cotton, one of the executors therein named, came into court, and took the oath prescribed by law, and executed bond with Louis Marshall and Samuel Brooking, his securities, in the penalty of $60,000, conditioned according to law; and leave is reserved for Robert Alexander, the other executor therein named, to qualify.

Teste, JOHN McKINNEY, Jr.
C. W. C. C.

State of Kentucky,
Woodford county, to wit:

I, Herman Bowman, jr., clerk of the county court for the county aforesaid, do certify, that the foregoing is a true copy of the last will and testament of John O'Bannon, deceased, as the same is of record in my office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of my said office to be hereunto affixed at [SEAL.] Versailles, this fifteenth day of September, 1840, and in the 49th year of the Commonwealth of Kentucky.

HERMAN BOWMAN, Jr.
C. W. C. C.

State of Kentucky,
Woodford county, sct:

I, James McConnell, presiding justice of the county court for the county aforesaid, do certify, that Herman Bowman, jr., whose name is subscribed to the foregoing certificate, is and was the clerk of the said court, duly appointed and qualified according to law, and full faith and

credit is due, and should be given, to all his official acts either in or out of this State.

Given under my hand and seal, this 21st day of September, 1840.

JAS. McCONNELL, *Js.*[L. S.]

Exhibit M.

In the name of God, amen. I, George T. Cotton, of the county of Woodford, and State of Kentucky, being sick and weak, but of sound mind and memory, and mindful of the uncertainty of life, I do, by these presents, make and ordain this my last will and testament, as touching my worldly estate, as follows, to wit: my will is that there be no appraisement of my estate; and that it shall not be necessary to return to court an inventory thereof, until any of my children, becoming of lawful age, claim to have their portion thereof; in such case the claimant or claimants, or my executors, may at any time apply to the court, and have an inventory and appraisement made, and an order of court appointing off, or laying off, the share or portion of such claimant or claimants of my slaves and personal estate, and of such of my real estate as lies in this State, if necessary; but if any division of my real estate should be necessary, my will is, that if it should not previously be sold as hereinafter authorized and allowed, that, in making division thereof, it be proceeded on and done according to law, as it applies to the real estate of intestates, unless otherwise agreed between my legat*ors*.

Secondly. My will is, that out of my estate my sons shall all be well educated, as well as can be done in this State; and my desire is, that the means be as well as possible economized, and applied either at private schools or at colleges; and that my daughter be also well educated out of my estate, at private or public schools, or seminaries.

Thirdly. My will is, that my estate be equally divided amongst my children and their heirs.

Fourthly. I appoint my beloved wife, Elizabeth Cotton, executrix of this my last will and testament, and immediately to act as such after my decease; and it is my will that she be permitted to prove this my last will and testament, and to qualify as executrix thereof, and to act as such without being required to give bond and security.

Fourthly. My said executrix shall have full power and authority to sell any of my slaves, and of my real estate of land or town lots, with their appurtenances, either at private bargain and sale, or at public sale, and to transfer and convey the rights and titles; provided, however, that before she shall make any such sale or conveyance of title, she shall consult the opinion of my friend Herman Bowman, sen'r, of Woodford county, in whose friendship and judgment I have great confidence; and if he shall certify that he approves of such sale or sales, would be better for my heirs and legatees than keeping said property, such sale or sales may then be made, and titles conveyed as aforesaid, either by said executrix, or her attorney in fact, as she may choose.

Fifthly. My said executrix shall have full power and authority to make all deeds of conveyance of the titles of any lands and appurte-

nances, either in this State or the State of Ohio, or elsewhere, for which I may have heretofore bound myself, or shall be bound by law, and to make such deeds or titles, either by herself, or by attorney in fact, as she may choose; and she is also authorized and empowered by this will to make and execute, either by herself or her attorney in fact, all deeds of conveyance, and other writing, for lands or other property, which I might have done had I lived, as executor of John O'Bannon, deceased, either in this State, the State of Ohio, or elsewhere.

Sixthly. I leave all my property in the hands and care of my said executrix, with power, from time to time, at her discretion, to use or dispose of the horses, cattle, sheep, hogs, and chattel articles for the benefit and comfort of my family.

Seventhly. I empower and authorize my said executrix to settle and adjust, compromise, or arbitrate, any and every dispute or difficulty, at her discretion, in relation to money or property or lands, either in relation to my own estate, or the estate of John O'Bannon, deceased, either in this State, the State of Ohio, or elsewhere.

Eighthly. I give and bequeath unto my beloved wife and executrix aforesaid, one-third part of my whole estate, (after my just debts are paid,) for and during her natural life, with such exceptions in her favor in my estate, exclusive of lands and slaves, as she would have been entitled to had I died intestate; this exception, however, is not to be in her favor as to the proceeds of lands and slaves by her sold as before authorized.

Ninthly. I also appoint my sons, John Cotton and Joseph Neville Cotton, executors of this my last will and testament, to take place as they respectively arrive at the age of twenty-one years, and apply and qualify; after which, if any sales of land or slaves should be made, it is only to be done by the joint act or acts of all my said executors and executrix, or such of them as do qualify, or the survivors of them; and then, too, with the advice or opinion of my said friend, Herman Bowman, as provided in the fourth article or item of this will and testament; and in all acts authorized by this will to my said executors and executrix, they, or either of them, may execute their said executor duties, either by themselves or by attorney in fact.

Tenthly. It is my will that my executrix and executors shall keep particular and full accounts of money and property received and expended by them, and appropriated or exchanged, so as to enable them to show the proper amounts subject to be divided and distributed under this will.

Eleventhly. Provided that if it should so happen that my wife should marry again—in that case my will is, that upon application of any of my children or their guardian, that if not previously done, that an appraisement and account be taken of my personal estate and slaves, and a division made, and which may be ordered by the county court.

Thirteenth item. It is my will that my executrix, or her and said executors, or such of them as may qualify, or the survivors, may purchase real estate or slaves, if they deem it expedient, or may make ex-

changes of slaves or of lands in this State or the State of Ohio, provided, as in the fourth article or item of this will, that my said friend Herman Bowman shall be consulted, and does certify that he approves such transaction; or that, in his opinion, it would be best for my heirs and legatees to do it.

Fourteenth item. It is my will that my said sons herein created executors, when they arrive at lawful age, shall be permitted to qualify as such without giving security, unless good cause to the contrary be shown to the court by persons.

Given under my hand and seal, this day of September, 1823.

G. T. COTTON. [SEAL.]

Witness—

HERMAN BOWMAN,
INVIR T. HARRIS,
PHILIP SWIGERT.

Woodford county, sct:

November county court, 1823.

This, the last will and testament of George T. Cotton, dec'd, was produced in court, and proven by the oath of Philip Swigert and Innis T. Harris, two of the subscribing witnesses thereto, and ordered to record; whereupon Elizabeth Cotton, the executrix therein named, came into court, and took the oath required by law; certificate of probate, &c., is granted her in due form.

Att. JOHN McKINNEY, Jr., *C. W. C. C.*

State of Kentucky, Woodford county, sct.

I, Herman Bowman, jr., clerk of the county court for the county aforesaid, do certify, that the foregoing is a true copy of the last will and testament of George T. Cotton, deceased, together with the certificate of probate thereto annexed, as the same is of record in my office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of my said office to be affixed at Versailles, this [SEAL.] 15th day of September, 1840, and in the 49th year of the commonwealth of Kentucky.

HERMAN BOWMAN, Jr., *C. W. C. C.*

State of Kentucky, Woodford county, sct:

I, James McConnell, presiding justice of the county court for the county aforesaid, do certify, that Herman Bowman, jr., whose name is subscribed to the foregoing certificate, is and was the clerk of the said court, duly appointed and qualified according to law, and full faith is due, and should be given, to all his official acts either in or out of this State.

Given under my hand and seal, this 21st day of September, 1840.

JAS. McCONNELL, *per js.*, [SEAL.]

And thereupon the following subpœna issued, to wit:

nances, either in this State or the State of Ohio, or elsewhere, for which I may have heretofore bound myself, or shall be bound by law, and to make such deeds or titles, either by herself, or by attorney in fact, as she may choose; and she is also authorized and empowered by this will to make and execute, either by herself or her attorney in fact, all deeds of conveyance, and other writing, for lands or other property, which I might have done had I lived, as executor of John O'Bannon, deceased, either in this State, the State of Ohio, or elsewhere.

Sixthly. I leave all my property in the hands and care of my said executrix, with power, from time to time, at her discretion, to use or dispose of the horses, cattle, sheep, hogs, and chattel articles for the benefit and comfort of my family.

Seventhly. I empower and authorize my said executrix to settle and adjust, compromise, or arbitrate, any and every dispute or difficulty, at her discretion, in relation to money or property or lands, either in relation to my own estate, or the estate of John O'Bannon, deceased, either in this State, the State of Ohio, or elsewhere.

Eighthly. I give and bequeath unto my beloved wife and executrix aforesaid, one-third part of my whole estate, (after my just debts are paid,) for and during her natural life, with such exceptions in her favor in my estate, exclusive of lands and slaves, as she would have been entitled to had I died intestate; this exception, however, is not to be in her favor as to the proceeds of lands and slaves by her sold as before authorized.

Ninthly. I also appoint my sons, John Cotton and Joseph Neville Cotton, executors of this my last will and testament, to take place as they respectively arrive at the age of twenty-one years, and apply and qualify; after which, if any sales of land or slaves should be made, it is only to be done by the joint act or acts of all my said executors and executrix, or such of them as do qualify, or the survivors of them; and then, too, with the advice or opinion of my said friend, Herman Bowman, as provided in the fourth article or item of this will and testament; and in all acts authorized by this will to my said executors and executrix, they, or either of them, may execute their said executor duties, either by themselves or by attorney in fact.

Tenthly. It is my will that my executrix and executors shall keep particular and full accounts of money and property received and expended by them, and appropriated or exchanged, so as to enable them to show the proper amounts subject to be divided and distributed under this will.

Eleventhly. Provided that if it should so happen that my wife should marry again—in that case my will is, that upon application of any of my children or their guardian, that if not previously done, that an appraisement and account be taken of my personal estate and slaves, and a division made, and which may be ordered by the county court.

Thirteenth item. It is my will that my executrix, or her and said executors, or such of them as may qualify, or the survivors, may purchase real estate or slaves, if they deem it expedient, or may make ex-

changes of slaves or of lands in this State or the State of Ohio, provided, as in the fourth article or item of this will, that my said friend Herman Bowman shall be consulted, and does certify that he approves such transaction; or that, in his opinion, it would be best for my heirs and legatees to do it.

Fourteenth item. It is my will that my said sons herein created executors, when they arrive at lawful age, shall be permitted to qualify as such without giving security, unless good cause to the contrary be shown to the court by persons.

Given under my hand and seal, this day of September, 1823.

G. T. COTTON. [SEAL.]

Witness—

HERMAN BOWMAN,
INVIR T. HARRIS,
PHILIP SWIGERT.

Woodford county, sct:

November county court, 1823.

This, the last will and testament of George T. Cotton, dec'd, was produced in court, and proven by the oath of Philip Swigert and Innis T. Harris, two of the subscribing witnesses thereto, and ordered to record; whereupon Elizabeth Cotton, the executrix therein named, came into court, and took the oath required by law; certificate of probate, &c., is granted her in due form.

Att. JOHN McKINNEY, Jr., *C. W. C. C.*

State of Kentucky, Woodford county, sct.

I, Herman Bowman, jr., clerk of the county court for the county aforesaid, do certify, that the foregoing is a true copy of the last will and testament of George T. Cotton, deceased, together with the certificate of probate thereto annexed, as the same is of record in my office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of my said office to be affixed at Versailles, this [SEAL.] 15th day of September, 1840, and in the 49th year of the commonwealth of Kentucky.

HERMAN BOWMAN, Jr., *C. W. C. C.*

State of Kentucky, Woodford county, sct:

I, James McConnell, presiding justice of the county court for the county aforesaid, do certify, that Herman Bowman, jr., whose name is subscribed to the foregoing certificate, is and was the clerk of the said court, duly appointed and qualified according to law, and full faith is due, and should be given, to all his official acts either in or out of this State.

Given under my hand and seal, this 21st day of September, 1840.

JAS. McCONNELL, *per js.*, [SEAL.]

And thereupon the following subpœna issued, to wit:

United States of America, district of Ohio, ss. To the marshal of said district greeting:

We command you to summon John Baird, James W. Campbell, Thomas Jennings, Isaac E. Day, Duncan Evans, William King, Victor King, Samuel King, Absalom King, William Moore, and Christian Snediker, citizens of and residents in the State of Ohio, if they be found in your bailiwick, to be and appear before the judges of the circuit court of the United States, for the district of Ohio aforesaid, at Columbus, on the third Monday in the month of December next, to answer a bill in chancery, exhibited against them by Peter K. Wagner and Sidonia Pierce Wagner, his wife, John Lawson Lewis, Louisia Maria Lewis, Theodore Lewis, Eliza Cornelia Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, and Benjamin Franklin Lewis, citizens of and residents in the State of Louisiana; and John Bowman and Mary Pierce Bowman, his wife, late Mary Pierce Lawson, citizens of and residents in the State of Tennessee, and George C. Thompson, citizen of and resident in the State of Kentucky; and have then there this writ.

Witness the honorable Roger B. Taney, chief justice of the United States, this 19th day of November, 1840, and in the 65th year of the independence United States of America.

[SEAL.]

Attest, WM. MINER, *Clerk*."

On which writ is the following endorsement, to wit:

"I, Evan Gwynne, acknowledge myself security for costs on the within, for complainants.

EVAN GWYNNE."

And afterwards, to wit, at the December term of said court, in the year of our Lord one thousand eight hundred and forty, came the marshal, to whom said writ was in form aforesaid directed, and returned the same into court here, with the following return endorsed thereon, to wit: "I have served the within writ on the within named defendants, by reading and by leaving a true copy thereof with each.

December 9th, 1840.

JOHN PATTERSON, *Marshal*.
JAS. P. PATTERSON, *Dpty*."

And thereupon this cause was continued.

And afterwards, to wit, on the fifteenth day of March, in the year of our Lord one thousand eight hundred and forty-one, came the defendants John Baird, William Moore, Victor King, William King, James W. Campbell, Christian Snediker, Duncan Evans, Samuel King, Isaac E. Day, Thomas Jennings, and Absalom King, by Thomas L. Hamer, esq., their solicitor, and filed in the clerk's office of the court aforesaid their pleas and answer to the said bill of the complainants; which said pleas and answer are respectively in the words and figures following, to wit: "The several pleas of John Baird, William Moore, Victor King, William King, James W. Campbell, Christian Snedaker, Dun-

can Evans, Samuel King, Isaac E. Day, Thomas Jennings, and Absalom King, to a bill in chancery, exhibited against them in the circuit court of the United States, for the 7th circuit and district of Ohio.

By THEODORE LEWIS & AL.

This defendant, John Baird, by protestation, not confessing, or acknowledging all or any of the matters and things in said complainants' bill of complaint, to be true, in such manner and form as the same are thereby and therein alleged; as to the allegation in said bill contained, that this defendant had notice and knowledge of the title of said complainants to the lands in said survey, No. 1707, or to the part thereof held by this defendant, either prior to the payment of the purchase money, or prior to his receiving a conveyance therefor; and as to the conveyance and back rents demanded by said bill from this deft., and as to all the relief in and by said bill sought from or prayed against this defendant; this defendant doth plead thereto, and for plea saith: That on or prior to the 27th Sept., 1822, one Samuel McConaughy was seized in fee simple of 100¾ acres of land, part of said survey, and was in the quiet and undisturbed possession and enjoyment of the same; and on said day and year this defendant, for a valuable consideration, purchased said 100¾ acres of land from said McConaughy, and paid him the purchase money therefor in full, and received from him a deed of that date, duly executed, conveying to this defendant said land in fee simple, which is the only land held by this deft. in said survey, No. 1707, and received possession of said land, which is described by metes and bounds in said deed, to which for greater certainty this deft. refers, marked "A," and files the same herewith as part of this plea; and this defendant expressly denies, that prior to the payment of said purchase money, or prior to the execution and delivery of said deed, he had any notice whatsoever of the title or claim of said complainants, or any of them, or those under whom they claim, to the said 100¾ acres of land, or any part thereof; all which matters and things this defendant avers to be true, and is ready and willing to maintain, and prove, as this honorable court shall award; and he doth plead the same in bar to much of said bill as charges him with notice of complainants' title, and as seeks relief against this defendant; and prays that he may be compelled to convey to complainants, and to pay them back rents; and he asks the judgment of this honorable court, whether he ought to be compelled to make any further answer to so much of said bill as is above specified, and prays to be hence dismissed, with his reasonable costs, in this behalf most wrongfully sustained.

JOHN BAIRD.

This defendant, William Moore, by protestation, not confessing or acknowledging all or any of the matters and things in said complainants' bill of complaint to be true, in manner and form as the same are therein alleged; as to the allegation in said bill contained, that this defendant had perfect notice and knowledge of the title of complainants to that part of the lands in survey No. 1707, held by this defendant,

United States of America, district of Ohio, ss. To the marshal of said district greeting:

We command you to summon John Baird, James W. Campbell, Thomas Jennings, Isaac E. Day, Duncan Evans, William King, Victor King, Samuel King, Absalom King, William Moore, and Christian Snediker, citizens of and residents in the State of Ohio, if they be found in your bailiwick, to be and appear before the judges of the circuit court of the United States, for the district of Ohio aforesaid, at Columbus, on the third Monday in the month of December next, to answer a bill in chancery, exhibited against them by Peter K. Wagner and Sidonia Pierce Wagner, his wife, John Lawson Lewis, Louisia Maria Lewis, Theodore Lewis, Eliza Cornelia Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, and Benjamin Franklin Lewis, citizens of and residents in the State of Louisiana; and John Bowman and Mary Pierce Bowman, his wife, late Mary Pierce Lawson, citizens of and residents in the State of Tennessee, and George C. Thompson, citizen of and resident in the State of Kentucky; and have then there this writ.

Witness the honorable Roger B. Taney, chief justice of the United States, this 19th day of November, 1840, and in the 65th year of the independence United States of America.

[SEAL.]

Attest, WM. MINER, *Clerk*."

On which writ is the following endorsement, to wit:

"I, Evan Gwynne, acknowledge myself security for costs on the within, for complainants.

EVAN GWYNNE."

And afterwards, to wit, at the December term of said court, in the year of our Lord one thousand eight hundred and forty, came the marshal, to whom said writ was in form aforesaid directed, and returned the same into court here, with the following return endorsed thereon, to wit: "I have served the within writ on the within named defendants, by reading and by leaving a true copy thereof with each.

December 9th, 1840.

JOHN PATTERSON, *Marshal*.
JAS. P. PATTERSON, *Dpty*."

And thereupon this cause was continued.

And afterwards, to wit, on the fifteenth day of March, in the year of our Lord one thousand eight hundred and forty-one, came the defendants John Baird, William Moore, Victor King, William King, James W. Campbell, Christian Snediker, Duncan Evans, Samuel King, Isaac E. Day, Thomas Jennings, and Absalom King, by Thomas L. Hamer, esq., their solicitor, and filed in the clerk's office of the court aforesaid their pleas and answer to the said bill of the complainants; which said pleas and answer are respectively in the words and figures following, to wit: "The several pleas of John Baird, William Moore, Victor King, William King, James W. Campbell, Christian Snedaker, Dun-

can Evans, Samuel King, Isaac E. Day, Thomas Jennings, and Absalom King, to a bill in chancery, exhibited against them in the circuit court of the United States, for the 7th circuit and district of Ohio.

By THEODORE LEWIS & AL.

This defendant, John Baird, by protestation, not confessing, or acknowledging all or any of the matters and things in said complainants' bill of complaint, to be true, in such manner and form as the same are thereby and therein alleged; as to the allegation in said bill contained, that this defendant had notice and knowledge of the title of said complainants to the lands in said survey, No. 1707, or to the part thereof held by this defendant, either prior to the payment of the purchase money, or prior to his receiving a conveyance therefor; and as to the conveyance and back rents demanded by said bill from this deft., and as to all the relief in and by said bill sought from or prayed against this defendant; this defendant doth plead thereto, and for plea saith: That on or prior to the 27th Sept., 1822, one Samuel McConaughy was seized in fee simple of 100¾ acres of land, part of said survey, and was in the quiet and undisturbed possession and enjoyment of the same; and on said day and year this defendant, for a valuable consideration, purchased said 100¾ acres of land from said McConaughy, and paid him the purchase money therefor in full, and received from him a deed of that date, duly executed, conveying to this defendant said land in fee simple, which is the only land held by this deft. in said survey, No. 1707, and received possession of said land, which is described by metes and bounds in said deed, to which for greater certainty this deft. refers, marked "A," and files the same herewith as part of this plea; and this defendant expressly denies, that prior to the payment of said purchase money, or prior to the execution and delivery of said deed, he had any notice whatsoever of the title or claim of said complainants, or any of them, or those under whom they claim, to the said 100¾ acres of land, or any part thereof; all which matters and things this defendant avers to be true, and is ready and willing to maintain, and prove, as this honorable court shall award; and he doth plead the same in bar to much of said bill as charges him with notice of complainants' title, and as seeks relief against this defendant; and prays that he may be compelled to convey to complainants, and to pay them back rents; and he asks the judgment of this honorable court, whether he ought to be compelled to make any further answer to so much of said bill as is above specified, and prays to be hence dismissed, with his reasonable costs, in this behalf most wrongfully sustained.

JOHN BAIRD.

This defendant, William Moore, by protestation, not confessing or acknowledging all or any of the matters and things in said complainants' bill of complaint to be true, in manner and form as the same are therein alleged; as to the allegation in said bill contained, that this defendant had perfect notice and knowledge of the title of complainants to that part of the lands in survey No. 1707, held by this defendant,

either prior to the payment of the purchase money, or prior to his receiving a conveyance therefor; and as to the conveyance and back rents demanded in said bill from this defendant, and as to all the relief in and by said bill sought from, or prayed against, this defendant doth plead thereto, and for plea saith, that on or prior to the 26th of July, 1819, one Samuel McConaughy was seized in fee simple of fifty acres of land, part of said survey, and was in the quiet and undisturbed possession and enjoyment thereof, and on said day and year, this defendant for a valuable consideration purchased said 50 acres from said McConaughy, and paid him the said purchase money in full, and received from him a deed conveying said land to this defendant, in fee simple, which is the only land held by this deft. in said survey, No. 1707, and received possession of said land, which is described by metes and bounds in said deed, to which for greater certainty this defendant refers, marked "B," and files the same herewith as part of this plea; and this defendant expressly denies, that prior to the payment of the purchase money, or prior to the execution and delivery of said deed, he had any notice whatsoever of the claim or title of said complainants, or any of them, or those under whom they claim, to the said 50 acres of land, or any part thereof. All which matters and things this defendant avers to be true, and is ready to maintain and prove, as this court shall award, and he doth plead the same in bar to so much of said bill as charges him with notice of complainants' title, and as seeks relief againt this defendant, and prays a conveyance and payment of back rents by him; and he prays the judgment of this court, whether he is bound to make any further answer to much of said bill as is above specified; and prays to be hence dismissed with his costs, &c.

WM. MOORE.

This defendant, Victor King, by protestation, not confessing all or any of the matters in complainants' bill contained, to be true in manner and form as therein alleged; as to the allegation therein, that this defendant had notice of the title of said complainants to that part of said survey, No. 1707, held by this defendant either prior to the payment of the purchase money therefor, or prior to his receiving a conveyance for said land; and as to the conveyance and payment of back rents, and as to all the relief demanded or sought for by said bill, against, or from this defendant, he, the said V. King, doth plead thereto, and for plea saith, that on, and prior to the 14th Feby., 1814, one Samuel McConaughy was seized in fee simple of 259½ acres of said survey, and was in the quiet and peaceable possession thereof; and on said day and year, this defendant, for a valuable consideration, purchased said land from said McConaughy, and paid him therefor in full, and received from him a deed of that date, duly executed, conveying said land in fee simple, and received possession thereof, which land is described by metes and bounds in said deed, to which for greater certainty this defendant refers, marked "C," and files the same herewith, as part of this plea; and this defendant avers, that the only lands held by him in said survey is 109½

acres, part of the tract so purchased; and this defendant expressly denies, that prior to the payment of said purchase money, or prior to the execution and delivery of said deed, he had any notice whatsoever of the claim or title of complainants, or of any of them, or of those under whom they claim, to said tract of land, or any part thereof. All which matters this defendant avers to be true, and is ready to maintain and prove, as the court shall award; and he doth plead the same in bar to so much of said bill as charges him with notice of complainants' title, and as seeks relief against him, and demands a conveyance and payment of back rents from him; and he asks the judgment of the court, whether he is bound to make any further answer to so much of said bill as is above specified; and prays to be hence dismissed with his costs, herein, &c.

VICTOR KING.

This defendant, William King, by protestation, not confessing any of the matters contained in complainants' bill to be true, in manner and form as therein alleged; as to the allegation in said bill, that this defendant had notice of the title of complainants to that part of survey, No. 1707, held by this defendant prior to the payment of the purchase money, or of receiving a conveyance therefor; and as to the conveyance and back rents demanded from this defendant by said bill, and as to the relief thereby prayed, or sought for against him, this defendant doth plead thereto, and for plea saith, that on and prior to the 27th June, 1845, one Victor King was seized in fee simple of 149¼ acres of said survey, and was in the quiet and uninterrupted possession thereof; and on said day and year, this defendant, for a valuable consideration, purchased said land from said V. King, and paid him the purchase money in full, and received from him a deed of that date, duly executed, conveying said land to this defendant in fee simple, and obtained possession thereof, which is the only land held by this defendant in said survey, and is described by metes and bounds in said deed, to which he refers, marked "D," and files the same as part of this plea; and this defendant expressly denies, that prior to the payment of the purchase money, or the execution and delivery of said deed, he had any notice of the title or claim of said complainants, or any of them, or those under whom they claim, to the said 149¼ acres of land, or any part thereof; all which matters this defendant avers to be true, and is ready to prove the same, as the court may award; and he doth plead the same in bar to so much of said bill as charges him with notice of complainants' title, and as seeks a conveyance and payment of back rents, and relief from this defendant; and he asks the judgment of the court, whether he ought to be compelled to make any further answer to so much of said bill as is above specified; and prays to be hence dismissed with his costs herein, &c.

WM. KING.

This defendant, James W. Campbell, by protestation, not admitting any of the matters in complainants' bill to be true in manner and form as therein set forth, as to the allegations therein contained, that this de-

fendant had notice of the title of complainants to so much of said survey, No. 1707, as is owned and held by him, either prior to the payment of the purchase money, or prior to his receiving a conveyance therefor; and as to a conveyance, and back rents, and relief, demanded and sought for in said bill against this defendant, said Jas. W. Campbell doth plead thereto, and for plea saith, that on and prior to the 9th of August, 1825, one Samuel McConaughy was seized in fee simple of part of said survey, purporting and supposed to contain 181¼ acres, but which on accurate measurement proved to be but 179¼ acres, and was in the quiet and peaceful enjoyment thereof; and on said day and year, this defendant, for a valuable consideration, purchased said tract of land from said McConaughy, and paid him the purchase money in full, and received a conveyance from him in fee simple by deed of that date duly executed, and received possession of said land; and that on and prior to the 3d of May, 1839, one Thomas Jennings was seized in fee simple of another portion of said survey, containing 4¼ acres, and was in the quiet possession thereof, and on said day and year, this defendant, for a valuable consideration, purchased said land from said Jennings, and paid him the purchase money in full, and received a deed of that date from him duly executed, conveying to this defendant in fee simple said last mentioned tract of land, and received possession thereof; which lands are particularly described in said deeds, to which deeds, marked "E and F," this defendant refers, and files the same herewith as part of this plea; and this defendant avers, that the only land held by him in said survey is the latter tract, and 173–3 R., and 14 poles of the former; and this defendant expressly denies, that prior to the payment of the purchase money of said land held by him, or prior to his receiving the deeds therefor, or either of them, he had any notice of the title of said complainants, or either of them, or those under whom they claim, to said 178 acres and 14 poles of land, or any part thereof.

All which matters this defendant avers to be true, and is ready to maintain and prove the same as this honorable court may award; and he doth plead the same in bar to so much of complainants' bill as charges him with notice, and seeks relief against him, and demands a conveyance and back rents from him; and he humbly asks the court to adjudge whether he ought to be compelled to make any further answer to so much of said bill as is above specified; and prays to be hence dismissed, with his costs, &c.

JAS. W. CAMPBELL.

This defendant, Christian Snediker, by protestation, not confessing or admitting any of the matters contained in the complainants' bill to be true in manner and form as therein set forth, as to the allegation in said bill, that this defendant had notice of complainants' title to that part of survey, No. 1,707, owned by this defendant, prior to the payment of the purchase money, or prior to the conveyance of said land to this defendant; and as to the conveyance, back rents, and all the relief demanded by said bill from this defendant, or sought thereby against him, this defendant doth plead thereto, and for plea saith, that

prior to the 19th January, 1828, one James McConaughy had departed his life; and at the time of his decease he was seized in fee simple of 101 acres of land, part of said survey; and subsequent to his death, and prior to said day last named, said lands were duly and legally sold by Victor King and William McConaughy, administrators of said decedent, by virtue of an order of the court of common pleas of Brown county, Ohio; and this defendant, at said sale, became and was the purchaser; and on the day above named said administrators conveyed to said defendant, in fee simple, the said tract of land; and he paid up the purchase money in full, according to the order of said court, which is all the land owned or held by this defendant in said survey, and is particularly described in said deed, to which this defendant refers, marked "G," and files the same herewith as part of this plea; and this defendant expressly denies that, prior to the payment of said purchase money, and prior to the execution and delivery of said deed to him, he had any notice whatever of complainants' title, or to the title of any of them, or of those under whom they claim, to said 101 acres, or any part thereof; and he avers that this is all the land held by him in said survey No. 1,707.

All which matters and things this defendant avers to be true, and is ready to maintain and prove, as the court may direct; and he doth plead the same in bar to so much of said bill as charges him with notice of complainants' title, and as demands a conveyance and back rents, and seeks relief against him; and he asks the judgment of this honorable court whether he is bound to make any further answer to so much of said bill as is above specified; and he prays to be hence dismissed, with his costs, &c.

CHRISTIAN SNEDAKER.

This defendant, Duncan Evans, by protestation, not admitting any of the matters in complainants' bill to be true as therein set forth, as to the allegation that this defendant had notice of the title of complainants to that part of survey, No. 1,707, owned by this defendant, prior to his payment of the purchase money, or obtaining a conveyance therefor, and as to the conveyance and back rents, and all the relief demanded by said bill from this defendant, this defendant doth plead thereto, and for plea saith, that on and prior to the 15th of April, 1828, one Nath'l Woods was seized in fee simple of 114 acres of land, part of said survey, and was in the quiet and peaceable enjoyment thereof; and on said day and year, this defendant, for a valuable consideration, purchased the same from said Woods, paid the purchase money in full, and received from him a deed of that date, duly executed, conveying said land in fee simple to this defendant, and took possession thereof; which land is described by metes and bounds in said deed, to which this defendant refers, marked "H," and files the same herewith, as part of this plea; and he avers that this is all the land held or owned by him in said survey; and he expressly denies that, prior to said payment, or to the execution and delivery of said deed, this defendant had

any notice whatever of the title of said complainants, or any of them, or of those under whom they claim, to said land, or any part thereof.

All which matters this defendant avers to be true, and is ready to maintain and prove, as this court may direct; and he doth plead the same in bar to so much of said bill as charges him with notice, and as demands a conveyance and back rent and relief from him; and humbly asks the judgment of the court whether he is bound to make any further answer to so much of said bill as is above specified; and prays to be hence dismissed, with his costs, &c.

DUNCAN EVANS.

This defendant, Samuel King, by protestation, not confessing any of the matters alleged in complainants' bill to be true, in manner and form as therein set forth, as to so much of said bill as charges this defendant with notice of complainants' title to that part of survey, No. 1,707, held by this defendant, prior to the payment of the purchase money, or receiving a conveyance therefor; and as to that part of said bill which seeks a conveyance and back rents from and relief against this defendant, the said Samuel doth plead thereto, and for plea saith, that on and prior to the 7th November, 1834, one Absalom King was seized, in fee simple, of a certain part of said survey, containing 73 acres and 110 poles, and was in quiet and uninterrupted possession thereof; and on said day and year, this defendant, for a valuable consideration, purchased said tract from said King, paid him the purchase money therefor, and received a deed from him of that date, duly executed, conveying the same, in fee simple, to this defendant, who took possession of said land, which is described by metes and bounds in said deed, which, for greater certainty, is referred to, marked "I," and herewith filed as part of this plea; and said Samuel avers that 71 acres and 110 poles of this is all the land held or owned by him in said survey; and he expressly denies that, prior to the payment of said purchase money, or to the execution of said deed, he had any notice whatever of the complainants' title to said land, or any part thereof, or of the title of any of said complainants, or of those under whom they claim, to said land, or any part thereof.

All which matters this defendant avers are true, and is ready to maintain and prove them, as this court may award; and he doth plead the same in bar to so much of said bill as charges him with notice, and as seeks a conveyance, back rents, and relief against him; and prays the judgment of this honorable court, whether he ought to be compelled to make any further answer to such parts of said bill as are above specified; and prays to be hence dismissed, with his costs herein, &c.

SAMUEL KING.

This defendant, Isaac E. Day, by protestation, not admitting any of the matters contained in the bill of complainants to be true, in manner and form as therein set forth, as to the allegation in said bill, that this defendant had notice of the title of complainants to so much of said survey, No. 1,707, as is owned by him, prior to the payment of the

purchase money, or to his receiving a conveyance therefor; and as to so much of said bill as seeks a conveyance and back rents from him and relief against him, this defendant doth plead thereto, and for plea saith, that on and prior to the 9th of April, 1835, one Samuel King was seized, in fee simple, of a part of said survey, containing 2 acres and 9 poles, and was in the quiet enjoyment thereof; and on said day and year this defendant purchased the same from said King, paid him the purchase money in full, and received from said Samuel King a deed of that date, duly executed, conveying to this defendant, in fee simple, the said land, of which he took possession, and which is described by metes and bounds in said deed, to which this defendant refers, marked "J," and files the same herewith as part of this plea; and this defendant avers that one acre and 22 poles of this is the only land owned by him in said survey; and he expressly denies that, prior to the payment of said purchase money, or to the execution and delivery of said deed, he had any notice of the title of the complainants, or any of them, or of those under whom they claim, to said tract of land, or any part thereof.

All which matters and things this defendant avers to be true, and is ready and willing to maintain and prove, as this honorable court may award; and he doth plead the same in bar to so much of said bill as charges him with notice of complainants' title, and as demands a conveyance and back rents from and relief against him; and asks the judgment of this court whether he is bound to make any further answer to so much of said bill as is above specified; and prays to be dismissed, with his costs, herein most unjustly expended, &c.

ISAAC E. DAY.

This defendant, Thomas Jennings, by protestation, not confessing or admitting any of the matters in said complainants' bill to be true, in manner and form as therein set forth, as to the allegations in said bill that this defendant had notice of the title of said complainants to that portion of the lands, in survey No. 1,707, owned and held by this defendant, either prior to the payment of the purchase money, or to receiving a conveyance therefor; and as to the conveyance, back rents, and relief, demanded by complainants from and against this defendant, this defendant doth plead thereto, and for plea saith, that on and prior to the 28th day of October, 1828, one Matthew Rhea was seized in fee simple of thirty-three acres of said survey, and was in the quiet possession and enjoyment thereof; and on said day and year, this defendant, for a valuable consideration, purchased said 33 acres of land from said Matthew Rhea, and paid him the purchase money therefor in full; and received from said Rhea a deed of that date, duly executed, conveying to this defendant said land in fee simple, and received possession of said land, which is more particularly described by metes and bounds in said deed, which is hereby referred to, marked "K," as part of this plea, and filed herewith; and this defendant further states that, on and prior to the 4th of May, 1839, one James W. Campbell was

seized in fee simple of 5 acres 1 rood and 26 poles of land in said survey, and was in the quiet possession thereof; and on said day and year, this defendant, for a valuable consideration, purchased said land from said James W. Campbell, and paid him the purchase money therefor in full, and received from him a deed of that date, duly executed, conveying to this defendant said land in fee simple, and received possession of said land, which is more particularly described by metes and bounds in said deed, to which this defendant refers, marked "L," and files the same herewith, as part of this plea. And this defendant further avers that, on and prior to the 29th of May, 1835, one Isaac E. Day was seized in fee simple of three roods and 27 poles of land in said survey, and was in the quiet possession and enjoyment thereof; and on said day and year this defendant, for a valuable consideration, purchased said 3 roods and 27 poles from said Day, and paid him the purchase money in full therefor, and received a deed from him, duly executed, conveying to this defendant said land in fee simple, and received possession thereof; which land is more particularly described in said deed, and the said deed is herewith filed, marked "M," as part of this plea. And this defendant expressly denies that, prior to the payment of the purchase money, or to his receiving deeds for either or any of these three pieces of land, he had any notice or knowledge whatsoever of the title of complainants, or any of them, or of those under whom they claim, to said three pieces of land, or to either of them, or to any part thereof. And he further avers that he conveyed to one James W. Campbell, on the 3d of May, 1839, $4\frac{1}{4}$ acres of the land conveyed to him by Matthew Rhea, and the balance of said tract, being $28\frac{3}{4}$ acres, together with the above named tracts, conveyed to him by James W. Campbell and Isaac E. Day, as above stated, are all the lands which this defendant holds or claims in said survey No. 1,707.

All which matters and things this defendant avers to be true, and is ready and willing to maintain and prove, as this honorable court shall award; and he doth plead the same in bar to so much of said bill as charges him with notice of complainants' title, and as seeks relief against this defendant, and prays that he may convey to complainants, and pay them back rents; and he humbly asks the judgment of this honorable court whether he ought to make any further answer to so much of said bill as is above specified; and prays to be hence dismissed, with his reasonable costs in this behalf most wrongfully sustained, &c.

THOMAS JENNINGS.

This defendant, Absalom King, by protestation, not confessing all or any of the matters contained in said complainants' bill to be true, in manner and form as the same are therein set forth, as to the allegations therein contained, that this defendant had notice of complainants' title to that part of the lands, in survey No. 1,707, held and owned by this defendant, either prior to the payment of the purchase money, or to his receiving a conveyance therefor; and as to the conveyance and back

rents demanded by said bill from this defendant, and the relief therein prayed for against him, this defendant doth plead thereto, and for plea saith, that prior to and on the 13th of November, 1834, Ezekiel McIlhenny and others, heirs of Samuel McIlhenny, deceased, late of Brown county, Ohio, were seized in fee, by descent from the said Samuel, of 184 acres of land, part of said survey No. 1,707, and were in the quiet enjoyment and peaceable possession thereof; and by an order of the court of common pleas of said county, the same land was sold as the property of said heirs, which sale was approved and confirmed by the said court on the day of , 183 , as by the record and proceedings thereof will more fully appear, to a copy of which this defendant refers as part of this plea; and at said sale this defendant became the purchaser; and by an order of said court, Jeremiah Purdum, sheriff of said county, afterwards, to wit, on said 13th November, 1834, conveyed by deed, duly *ex.* to this defendant, said tract of land; and this defendant paid up in full the purchase money thereof, according to the requirements of said court, and received said deed and the possession of said land; which deed describes said land by metes and bounds, and is herewith filed, marked "N," as part of this plea. And this defendant avers that said tract of 184 acres is all the land which he holds, claims, or owns in said survey No. 1,707; and this defendant expressly denies that, prior to the payment of said purchase money, or prior to the execution and delivery of said deed from Purdum to him, he had any notice whatever of the claim of said complainants, or any of them, or of those under whom they claim, to the said 184 acres of land, or to any part thereof.

All which matters and things he avers to be true, and is ready and willing to maintain and prove the same, as this honorable court may award; and he doth plead the same in bar to so much of the bill of complainants as charges him with notice of complainants' title, and as seeks relief against this defendant, and prays that he may convey to complainants, and pay them back rents; and he humbly asks the judgment of the court whether he ought to be compelled to make any further answer to so much of said bill as is above specified; and prays to be hence dismissed, with his reasonable costs in this behalf most unjustly expended, &c.

ABSALOM KING.

The joint and several answers of John Baird, William Moore, James W. Campbell, Thomas Jennings, Isaac E. Day, Duncan Evans, William King, Victor King, Samuel King, Absalom King, and Christian Snedaker, to so much of a bill in chancery exhibited against them and others in the circuit court of the United States for the seventh circuit and district of Ohio, by Theodore Lewis and others, as is not before pleaded to. These defendants now, and at all times hereafter, saving and reserving to themselves all and all manner of benefit of exception to the manifold errors, uncertainties, and insufficiencies in the complainants' bill contained, not waiving their pleas above pleaded,

but insisting thereon as a bar, for answer to the residue of said bill, or to so much thereof as they are advised it is material for them to answer, and as is not pleaded to above; and in aid and support of their said pleas, they answer and say: that they are informed and believe that a warrant or warrants did issue to Gen'l Robert Lawson for his services in the revolutionary war, as stated in the complainants' bill; but they have no knowledge whatever of the entries alleged to have been made, by virtue of said warrant, on the 4th day of June, 1794, or prior to that day, or of the withdrawals and re-entries named in said bill, as made on the 11th January, 1793, and on the 21st January, 1793; and they severally deny that they ever heard of said entries, withdrawals, or re-entries, until the commencement of this suit; and they do, therefore, not admit, but deny the same, and require strict proof thereof. These defendants further answering say, that they have no personal knowledge of the deed of trust named in complainants' bill, as having been executed by Robert Lawson to Sarah, his wife, and certain trustees therein named, on the 14th of June, 1794; and they severally deny that they ever heard of such a deed until a short time prior to the commencement of this suit, and until long after they had purchased the lands they now hold in survey No. 1,707, and had paid the purchase money therefor, and received deeds from the vendors, conveying to them respectively their several tracts of land in said survey; and they are informed and believe, that the trustees named in said supposed deed of trust never accepted the trust therein intended to be vested in them; that said supposed deed was never delivered to them, and remained wholly inoperative and void; and they do, therefore, deny its validity. They are also informed and believe that said supposed deed of trust was never recorded in Hamilton county, Ohio, either on the 26th Feb'y, 1798, as alleged in the complainants' bill, or at any other time; and they do, therefore, deny the allegation of complainants' bill on that point, and require strict proof thereof. These defendants further answering say, that they have been informed and believe that, on or about the 16th of August, 1796, said Robert Lawson did assign 3,333⅓ acres of his military warrant above mentioned to John O'Bannon, and that said assignment was made upon a valuable consideration, and was valid and binding upon the assignor; and as to the allegations of the complainants' bill that said assignment was obtained through fraud—was without consideration—that Lawson was incapable, from intemperance, from contracting for himself, and that said O'Bannon knew of said supposed deed of trust, these defendants are informed and believe that said allegations are untrue, and do, therefore, deny the same, one and all, and require strict proof thereof.

These defendants further answering say, that they are informed and believe, that on or about the 25th of Aug., 1796, John O'Bannon was the lawful owner of a part of said military warrant of 965 acres or more, and did proceed to make an entry of the lands on which these defendants now reside, and caused the same to be entered in the book of entries of the surveyor of the Virginia military district, which entry was,

and is, special and valid, and was made in the name of said O'Bannon; and on the 29th day of Aug., 1796, he caused said lands to be surveyed in conformity to said entry—which said entry and survey vested in said O'Bannon a good equitable title to said survey of 965 acres, No. 1,707, and he took possession thereof on the day last above named; and he, and those claiming under him, have had and held the undisturbed and quiet possession thereof, claiming the same in fee, from said 29th of Aug., 1796, down to the time of the commencement of this suit.

These respondents are further informed, and verily believe, that said survey was duly returned and recorded in the proper office, and that afterwards, but at what particular period they are not informed, said O'Bannon applied to the Secretary of State for a patent for said survey, and that one Joshua Lewis, pretending to be an agent for the trustees named in the supposed deed of trust mentioned in the bill of complaint, did file, in said office, a paper purporting to be a caveat against the issuance of any patent for lands named in said supposed deed of trust; and that, subsequently, the Commissioner of the General Land Office did suspend the issuance of a patent for said land to said O'Bannon; but these respondents are informed and believe, that said caveat was filed without the knowledge of the trustees aforesaid, and without any authority from them, and was voluntary and unauthorized act of said Lewis, and that the said suspension, by the commissioner, was illegal and unjustifiable; for proof whereof, and for greater certainty, they refer to certified copies of the various documents, certificates, and affidavits on file in the General Land Office, which were produced and filed there during said suspension, and in reference thereto, and pray that the same may be considered as part of this answer, more particularly the certificate, under oath, of James Speed, one of the trustees, dated 20th Nov'r, 1803; the certificate of Col. James Morrison, dated 9th Dec'r, 1816; and the certificate of Robert Lawson, dated 27th Nov'r, 1802. All of which papers, your respondents are informed and believe, contain the truth, and nothing but the truth. And they deny that said Lawson, at the time of giving said certificate, was incapable of transacting business, either from intemperance or any other cause, and require strict proof thereof.

These defendants further answering say, that as to the allegation in complainants' bill, that said Sarah Lawson failed to direct to what children the said trustees should convey certain property, that said trustees did not convey, that said trustees are all dead, and that complainants are the heirs of Geo. Thompson, the survivor of his co-trustees, and of Robert and Sarah Lawson, in the manner set forth in said bill, these defendants have no knowledge or information, other than that derived from said bill, and do, therefore, deny the said allegations, one and all, and require strict proof thereof.

These defendants further answering say, that they are informed and believe, that John O'Bannon departed this life about the year 1813, leaving a last will and testament, duly executed, and which was proven and recorded according to the laws of Kentucky, where he resided at

the time of his decease, and that by said will he appointed George T. Cotton (and perhaps another) his executor, who qualified according to law, and took upon himself the burthen of executing the will of said testator, and became and was sole executor of said O'Bannon, and, as such executor, applied to the Commissioner of the General Land Office for a patent for said land survey, No. 1,707, of 965 acres, and, on the 21st of Dec'r, 1816, there was issued to him, as such executor, a patent for the same, signed by James Madison, then President of the United States, and countersigned by Josiah Meigs, then Commissioner of the General Land Office, and which purports, by an endorsement thereon, signed by Ns. B. Van Zandt, to be recorded in said office, in vol. 8, page 57, of lands granted to the Virginia line on continental establishment, which original patent is now in possession of your respondents, and will be produced on the final hearing of this cause. And these defendants respectively deny, that said patent was procured by fraud or improper conduct of said Cotton, or that the same is not signed by the President, or countersigned by the Commissioner, as alleged in complainants' bill; but aver that it is good and valid in all respects, and that it vested in said Cotton a valid, indefeasible, legal title to said lands, (therein described,) in fee simple, and which is the same survey, No. 1,707, of 965 acres now claimed by complainants, and occupied and owned by your respondents.

These defendants further answering say, that they are informed and believe that said Cotton is dead; that his widow has intermarried with Ben. Taylor, and that they and said Cotton's children and heirs reside in Kentucky, as stated by complainants. These defendants admit, that they are in possession of said survey, No. 1,707, claimed by complainants in their bill, and that they claim title, indirectly, under said George T. Cotton, through several conveyances, forming a chain of title from said patentee down to them. But they severally and respectively most positively deny, that they had any notice whatever of the claim now set up by complainants to the lands they hold, or any part thereof, or of any claim of complainants, or any of them, or of those under whom they claim, to said lands, or any part thereof, before they severally purchased the tracts they now hold, and had paid the purchase money in full, and had received deeds in fee simple therefor, from their respective vendors; nor did they, or either of them, ever hear of any such claim on behalf of complainants, or those under whom they claim, to said lands, or any part thereof, until long since they bought their respective portions of said survey, had paid therefor in full, and obtained deeds of conveyance, duly executed, conveying said lands to them by a clear and indefeasible title in fee simple; to which deeds, or duly certified copies thereof, for greater certainty, they hereby refer, and will produce the same on the final hearing of this cause.

And as to so much of said bill of complaint as requires these respondents to set forth the several links in their chain of title, they answer and say, that they are informed and believe, that said John O'Bannon, in his lifetime, on the 4th January, 1812, sold said survey of 965 acres,

for a valuable consideration, to one William Lytle, and gave him a writing obligatory, commonly called a title bond, binding said O'Bannon to convey said land, at a subsequent period, to said Lytle, by general warranty deed; that said George T. Cotton, executor of said O'Bannon, and patentee of said land, in compliance with said agreement and sale, by virtue of the authority vested in him under the will of the said O'Bannon, afterwards, on the 16th July, 1813, conveyed said survey to said Lytle by general warranty deed; and that said Wm. Lytle, on the 21st July, 1813, sold the said survey for a valuable consideration to Samuel McConaughy, and conveyed the same to him by general warranty deed, and delivered to him the possession of said survey, and said McConaughy settled thereon and proceeded to make valuable improvements on the same; and from said McConaughy conveyances have been made, directly or indirectly, to all your respondents as follows:

1. Your respondent, *Victor King*, claims 109½ acres, part of a tract of 259½ acres conveyed to him by deed from said Sam'l McConaughy, dated 14th Feb'y, 1814.

2. Your respondent, *John Baird*, claims 100¾ acres, conveyed to him by said Samuel McConaughy, by deed dated 27th Sept., 1822.

3. Your respondent, *William Moore*, claims 50 acres, conveyed to him by Samuel McConaughy, by deed dated 26th July, 1819.

4. Your respondent, *William King*, claims 149¼ acres, conveyed to him by Victor King, by deed dated 27th June, 1815, being part of the tract of 259½ acres conveyed to said V. King as above mentioned.

5. Your respondent, *James W. Campbell*, claims 178 acres and 14 poles, part thereof, viz: 173 acres 3 roods and 14 poles, was conveyed to him by Samuel McConaughy, by deed of the 9th Aug., 1825, for 181¼, which held out, on re-survey, only 179¼ acres, and out of which he conveyed to Thomas Jennings 5 acres 1 rood and 26 poles, and received from said Jennings a deed for other lands in said survey, viz: 4 acres 1 rood, by deed dated 3d May, 1839, making his quantity 178 acres 14 poles as before stated.

6. Your respondent, *Christian Snedaker*, claims 101 acres, conveyed to him by deed from Victor King and William McConaughy, administrators of the estate of James McConaughy, deceased, (under an order of the court of common pleas of Brown county, Ohio,) dated the 19th January, 1828; and said James McConaughy held said land by a deed made to him in his lifetime by Samuel McConaughy, dated 1st July, 1814.

7. Your respondent, *Duncan Evans*, claims 114 acres, conveyed to him by deed from Nath'l Woods, dated 15th April, 1828; said tract was conveyed to N. Woods by Sam'l King, by deed dated 28th day of November, 1825; and from Richard Blair to Samuel King, by deed dated 18th day of April, 1825; and to Rd. Blair *to* Samuel McConaughy, 1st September, 1814, by a deed including 241¼ acres of land.

8. Your respondent, *Samuel King*, claims 71 acres and 101 poles,

conveyed to him by deed from Absalom King, dated 7th November, 1834; and conveyed to said A. King by Victor King, 24th November, 1828; and by Sheriff Lorndon to said V. King, as the property of James McIlhenny's heirs, by deed, on the 22d April, 1828; and by Victor Larimer to James McIlhenny, by deed dated 24th August, 1824; and by Sam'l McConaughy to Victor Larimer, by deed dated 19th December, 1816, for 73 acres and 110 poles.

9. Your respondent, *Isaac E. Day*, claims 1 acre and 22 poles, conveyed to him by Samuel King, by deed dated 9th April, 1835; and to Samuel King, as above stated, by Samuel King.

10. Your respondent, Thomas Jennings, claims thirty-five acres and 13 poles, *of* which was conveyed to him by Matthew Rhea, by deed dated 12th day of October, 1828, being for 33 acres; out of which he has conveyed to James W. Campbell 4¼ acres, by deed dated 3d May, 1839, leaving 28¾ acres; said land was conveyed to M. Rhea by Samuel McConaughy, by deed dated 22d November, 1824, for 33 acres. He also claims 5 acres 1 rood and 26 poles, conveyed to him by James W. Campbell, by deed dated 4th day of May, 1839, as above stated; and 3 roods and 27 poles by deed from Isaac E. Day, dated 29th of May, 1835; making his whole claim thirty-five acres and 13 poles.

11. Your respondent, Absalom King, claims 184 acres, conveyed to him by sheriff Purdum, under an order of the court of common pleas of Brown county, Ohio, as the property of Samuel McIlhenny's heirs, on the 13th November, 1834; said land was conveyed to said Sam'l McIlhenny by Rich'd Blair, by deed dated 1st September, 1814, for 184 acres; and to said Blair by Samuel McConaughy, 1st September, 1814, by deed for 241¼ acres; and to said McConaughy by W. Lytle, as above set forth.

These respondents further answer and say, that they severally, each for himself, deny all manner of fraud, unlawful combination, confederacy, &c., with which they stand charged in complainants' bill; and having answered all the matters therein contained which are material for them, or either of them, to answer unto, they pray to be hence dismissed, with their costs, &c., herein most unjustly incurred, &c.

VICTOR KING,
JOHN BAIRD,
WM. MOORE,
WM. KING,
JAS. W. CAMPBELL,
C. SNEDAKER,
D. EVANS,
SAM'L KING,
ISAAC E. DAY,
THOS. JENNINGS,
ABSALOM KING.

State of Ohio, Brown county, ss:

This day came personally before me, the undersigned, justice of the

peace in and for said county, Victor King, John Baird, Wm. Moore, W. King, J. W. Campbell, C. Snedaker, D. Evans, S. King, J. E. Day, T. Jennings, and A. King, the above named defendants, and severally made oath, that the matters set forth in their foregoing pleas and answer, as of their own knowledge, are true; and those stated as from information they believe to be true.

JOHN BAIRD,
SAMUEL KING,
WM. KING,
CHR. SNEDAKER,
WILLIAM MOORE,
THOMAS JENNINGS,
JAMES W. CAMPBELL,
DUNCAN EVANS,
ISAAC E. DAY,
ABSALOM KING,
VICTOR KING.

Sworn and subscribed this 6th of March, 1841.

[SEAL.] JAMES H. KING, *Justice of the Peace.*

State of Ohio, Brown county, ss:

I, G. W. King, clerk of the court of common pleas, do hereby certify, that James H. King, before whom the foregoing answers were sworn to, and whose name is thereto subscribed, is, and was at the time of subscribing the same, an acting justice of the peace in and for said county, duly commissioned and qualified.

Given under my hand, and the seal of said court, this 6th day of March, 1841.

G. W. KING, *Clerk.*

Exhibit A.

This indenture, made between Samuel McConaughy and Mary, his wife, of the county of Brown and State of Ohio, of the one part, and John Baird, of the county and State aforesaid, of the other part, witnesseth: That for and in consideration of the sum of six hundred and four dollars and fifty cents, to him, the said Samuel McConaughy, in hand well and truly paid, at and before the sealing of these presents, in full, for the absolute purchase of the inheritance, in fee simple, of and in all that tract or parcel of land, with its appurtenances, &c., hereinafter mentioned, to be hereby bargained and sold, the receipt whereof he, the said Samuel McConaughy, Mary, his wife, and his heirs, doth hereby acknowledge, and thereof, and from every part thereof, doth acquit, release, and discharge the said John Baird, his heirs, executors, and administrators, and every of them, forever; by these presents, he, the said Samuel McConaughy, has granted, bargained, and sold, and, by these presents, does grant, bargain, and sell, unto the said John Baird, his heirs and assigns, all that tract or parcel of land lying and being in the county of Brown, and State of Ohio—beginning at a

planted stone, a corner to William Moor; from thence south twenty-seven and a half degrees east, eighty-seven poles, to a planted stone near a beach and white ash, being the northeast corner to James McConaughy, in the line of Richard Wallace; from thence, with the line of James McConaughy, south sixty three degrees west, one hundred and sixty-two poles, to a planted stone on the west bank of a small branch of Straight creek; from thence, north twenty-seven degrees west, one hundred and eleven poles, with the line of Samuel McIlhenny, to a planted stone near a drain; from thence, north sixty-three degrees east, eighty-eight poles, to a planted stone near a bunch of lynn trees, in the line of William Moor; thence, with said line of William Moor, south three and one-fourth degrees east, twenty-six poles, to the place of beginning, containing one hundred acres and three-fourths of an acre, be the same more or less, being a part of a tract of nine hundred and sixty-five acres, patented in the name of John O'Bannon; together with all and singular the rights, members, and appurtenances thereunto belonging, or in any wise appertaining, and the reversions, remainders, rents, issues, and profits thereof. To have and to hold the said land and premises hereby conveyed, and all and singular the premises hereby bargained and sold, or mentioned, or intended so to be, with their and every of their rights, members, and appurtenances unto the said John Baird, his heirs and assigns, to the only proper use of him, the said John Baird, his executors, administrators, heirs, and assigns, forever. The said Samuel McConaughy, and Mary, his wife, and their heirs, executors, and administrators, doth covenant with the said John Baird, his heirs and assigns, that he, the said John Baird, shall have good right, full power, and lawful authority, to sell and convey the same. And the said Samuel McConaughy, and his heirs, shall and will warrant, and forever defend, the premises aforesaid, unto the said John Baird, his heirs and assigns, against all and every person and persons whatsoever.

In witness whereof the said Samuel McConaughy, and Mary, his wife, have hereunto set their hands and seals this twenty-seventh day of September, in the year of our Lord one thousand eight hundred and twenty-two.

SAMUEL McCONAUGHY, [SEAL.]
MARY McCONAUGHY. [SEAL.]

Signed, sealed, and delivered in presence of us—
JAMES BAKER,
JOSEPH STABLESON.

The State of Ohio, Brown county, ss:

Personally appeared before me, the undersigned, a justice of the peace within and for said county, Samuel McConaughy, and Mary McConaughy, his wife, and acknowledged the above indenture to be their voluntary act and deed, for the purposes therein mentioned; said Mary, who hereby relinquishes her right and dower in said premises, being by me examined separate and apart from her said husband, agreeably to the statute in such cases made and provided, acknowledged that she

signed and sealed the same of her own free will, and without fear or coercion of her said husband.

Given under my hand and seal, this 27th day of September, 1822.

[L. S.] JOSEPH STABLETON, *J. P.*

Endorsement: Entered for record March 4th, 1823, and recorded the 7th, in Book C, of Deeds, in pages 257, 258, and 259.

AMOS ELLIS, *R. B. C.*

Exhibit B.

Exhibit referred to in the foregoing plea of William Moore.

This indenture, made this 26th day of July, in the year of our Lord one thousand eight hundred and nineteen, between Samuel McConaughy and Mary, his wife, of the county of Brown and State of Ohio, of the one part, and William Moor, of the county and State aforesaid, of the other part, witnesseth: That the said Samuel McConaughy, and Mary, his wife, for and in consideration of two hundred and seventy-five dollars, lawful money of the United States, to him in hand well and truly paid by the said William Moore, the receipt whereof is hereby acknowledged, and thereof and therefrom do acquit, release, exonerate, and forever discharge, the said William Moor, his heirs, executors, and administrators, hath granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said William Moore, his heirs, and assigns, forever, all that tract or parcel of land situate on the waters of Straight creek, a branch of the Ohio river, in the county of Brown and State aforesaid, and bounded and described as follows, viz: Beginning at an ash and hickory; thence south 27° 30' east, 187 poles to a stake; thence south 62° 3' west, 83 poles and six tenths of a pole, to two beeches and ironwood; thence north 3° 20' west, 203 poles and six tenths of a pole to the beginning, containing fifty acres, be the same more or less; and all the estate, right, title, interest, claim, and demand, of the said Samuel McConaughy, Mary, his wife, of, in, and to the said premises hereby granted, and every part thereof; together with all and singular the rights, privileges, and appurtenances to the same belonging, or in any wise appertaining, and the rents, issues, and profits thereof; to have and to hold the said premises hereby bargained and sold, or meant or intended so to be, with the appurtenances, to the said William Moor, to the only proper use and behoof of the said William Moor, his heirs and assigns forever. And the said Samuel McConaughy, for himself, his heirs, executors, and administrators, do covenant and agree, to and with the said William Moor, his heirs, executors, administrators and assigns, that he is the true and lawful owner of the premises hereby granted, and hath good right, full power, and lawful authority, to sell and convey the same in manner and form aforesaid. And farther, that he, the said Samuel McConaughy, his heirs, executors, and administrators, will warrant and forever defend the aforesaid premises, with their appurtenances, and every part and parcel thereof, unto the said William Moor, to the only proper use, benefit, and behoof of the

said William Moor, his heirs and assigns, against all persons lawfully claiming, or to claim, by, from, or under him, them, or any of them, or by, from, or under any person or persons whomsoever.

In witness whereof, the said Samuel McConaughy, (together with Mary his wife, who hereby relinquishes her right of dower in the premises,) have hereunto set their hands and seals, the day and year first above written.

SAMUEL McCONAUGHY, [SEAL.]
MARY McCONAUGHY. [SEAL.]

Signed, sealed, and delivered, in presence of—
JOSEPH STABLETON,
CHARLES STEWART,
JANE McCONAUGHY.

The State of Ohio, Brown county, ss:

Before me, the undersigned, one of the justices of the peace within and for said county, came personally Samuel McConaughy, and Mary McConaughy, his wife, the within grantors, and, agreeably to the act in such case made and provided, acknowledged the above indenture to be their voluntary act and deed, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand, and affixed my seal, this 26th day of July, in the year of our Lord one thousand eight hundred and nineteen.

JOSEPH STABLETON, *J. P.* [SEAL.]

(Endorsement.) "Entered for record, the 23d day of November, 1819, and recorded the same day in book B, of deeds, in pages 145 and 146.

AMOS ELLIS,
Recorder of Brown county, Ohio.

Exhibit "C."

Exhibit referred to in the foregoing plea of Victor King.

This indenture, made the fourteenth day of February, in the year of our Lord one thousand eight hundred and fourteen, between Samuel McConaughy and Mary his wife, of the county of Clermont, and State of Ohio, of the one part, and Victor King, of county and State aforesaid, of the other part, witnesseth: That the said Samuel McConaughy, for and in consideration of the sum of seven hundred and twenty-three dollars, lawful money of the United States, to him in hand well and truly paid by the said Victor King, the receipt whereof is hereby acknowledged, and thereof, and therefrom, doth acquit, release, exonerate, and forever discharge the said Victor King, his heirs, executors, and administrators, hath granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said Victor King, his heirs, and assigns, forever, all that tract or parcel of land, situate on the waters of Straight creek, a branch of the Ohio

river, in the county and State aforesaid, described as follows, to wit: Beginning at two beeches and dogwood, corner to Richard Blair; thence, north 27 west, 282 poles, to two beeches, white oak, and ash; thence, south 63 west, 94⅖ poles, to an ash and beech; thence, south, 190 poles, to a lynn and ash; thence, south 27 east, 142 poles, to two sugar trees and hickory; thence, north 63 east, 174⅖ poles, to the beginning; containing two hundred and fifty-nine and one-half acres of land, being part of tract of nine hundred and sixty-five acres, surveyed and patented in the name of John O'Bannon, No. 1,707; and all the estate, right, title, interest, claim, or demand, of the said Samuel McConaughy, of, in, and to the said premises hereby granted, and every part thereof, together with all and singular the rights, privileges, and appurtenances to the same belonging, or in anywise appertaining, and the rents, issues, and profits thereof. To have and to hold the said premises hereby bargained and sold, or meant or intended so to be, with the appurtenances, to the said Victor King, to the only proper use, benefit, and behoof, of the said Victor King, his heirs and assigns, forever. And the said Samuel McConaughy, for himself, his heirs, executors, and administrators, doth covenant, grant, and agree, to and with the said Victor King, his heirs, executors, administrators, and assigns, that he is the true and lawful owner of the premises hereby granted, and hath good right, full power, and lawful authority, to sell and convey the same, in manner and form aforesaid; and further, that he, the said Samuel McConaughy, his heirs, executors, and administrators, will warrant and forever defend the aforesaid premises, with the appurtenances, and every part and parcel thereof, unto the said Victor King, to the only proper use, benefit, and behoof of the said Victor King, his heirs, and assigns, against all persons lawfully claiming, or to claim, by, from, or under them, or any of them, or by, from, or under any person or persons whomsoever.

In witness whereof, the said Samuel McConaughy, together with Mary his wife, who hereby relinquishes her right of dower in the premises, hath hereunto set their hands and seals, the day and year first above written.

SAM'L McCONAUGHY, [SEAL.]
MARY McCONAUGHY. [SEAL.]

Sealed and delivered, in presence of—
VICTOR LARIMER,
SAMUEL McCONAUGHY.

State of Ohio, Clermont county, ss:

Before me, the undersigned, one of the justices of the peace within and for said county, came personally Samuel McConaughy, and Mary McConaughy his wife, the within grantors, and, agreeably to the act in such case made and provided, acknowledged the above indenture to be their voluntary act and deed, for the uses and purposes therein contained.

In testimony whereof, I have hereunto set my hand, and affixed my

seal, this fourteenth day of February, in the year of our Lord one thousand eight hundred and fourteen.

VICTOR LARIMER. [SEAL.]

(Endorsed.) Entered for record, August 19th, 1814; recorded August 19th, 1814, in book L, No. 5, of deeds, pages 385 and 386.

DAVID C. BRYAN,
Recorder, Clermont county, Ohio.

Exhibit "D."

Exhibit referred to in the foregoing plea of William King.

This indenture, made the 27th day of June, in the year of our Lord one thousand eight hundred and fifteen, between Victor King and Mary his wife, of the county of Clermont, and State of Ohio, of the one part, and William King, of the county and State aforesaid, of the other part, witnesseth: That the said Victor King, for and in consideration of the sum of seven hundred and fifty dollars, lawful money of the United States, to him in hand well and truly paid by the said William King, the receipt whereof is hereby acknowledged, and thereof, and therefrom, do acquit, release, exonerate, and for ever discharge the said William King, his executors, and administrators; hath granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said William King, his heirs and assigns, forever, all that tract or parcel of land situate on the waters of Straight creek, a branch of the Ohio river, in the county and State aforesaid, described as follows, to wit: Beginning at buckeye and two sugars; thence, north 27 west, 107 poles, to lynn and ash; thence, north, 6 poles, to a hackberry; thence, north 63 east, 80 poles, to an ash and beech; thence, north 27 west, 34 poles, to horn bean and two beeches; thence, north 63 east, 99 poles, to a stone; thence, south 27 east, 147 poles, to two beeches and dogwood, corner to Samuel McElhenny; thence, south 63 west, 181½ poles, to the beginning; containing one hundred and forty-nine and one-fourth acres of land; and all the estate, right, title, interest claim, and demand, of the said Victor King, of, in, and to the said premises hereby granted, and every part thereof, together with all and singular the rights, privileges, and appurtenances to the same belonging, or in anywise appertaining, and the rents, issues, and profits thereof: To have and to hold the said premises hereby bargained and sold, or meant or intended so to be, with the appurtenances, to the said William King, to the only proper use, benefit, and behoof of the said William King, his heirs and assigns, forever; and the said Victor King, for himself, his heirs, executors, and administrators, do covenant, grant, and agree, to and with the said William King, his heirs, executors, administrators, and assigns, *that the* true and lawful owner of the premises hereby granted, and has good right, full power, and lawful authority, to sell and convey the same, in manner and form aforesaid. And further, that the said heirs, executors, and administrators, will warrant and for ever defend the aforesaid premises, with their appurtenan-

ces, and every part and parcel thereof, unto the said William King, to the only proper use, benefit, and behoof, of the said heirs and assigns, against all persons lawfully claiming, or to claim, by, from, or under them, or any of them, or by, from, or under, any person or persons whomsoever.

In witness whereof, the said Victor King, together with Mary his wife, who hereby relinquishes her right of dower in the premises, hath hereunto set their hands and seals, the day and year first above written.

VICTOR KING, [SEAL.]
MARY A. KING. [SEAL.]

Signed and sealed in presence of
VICTOR LARIMER,
SAM'L MCCONAUGHY.

State of Ohio, Brown county, ss: [L. S.]

Before me, the undersigned, one of the justices of the peace within and for said county, came personally, *came* Victor King, the within grantor, and Mary his wife, who being examined separately, agreeably to the act in such case made and provided, acknowledged the above indenture to be their voluntary act and deed, for the uses and purposes therein contained.

In testimony whereof, I have hereunto set my hand and affixed my seal, this twenty-seventh day of June, in the year of our Lord one thousand eight hundred and fifteen.

SAM'L McCONAUGHY, *J. P.*

(Endorsed.)—"Entered for record, September the 11th, 1815. Recorded September the 12th, 1815, in book N, No. 7, of deeds, pages 98 and 99.

"DAVID C. BRYAN,
"*Recorder, Clermont county, Ohio.*"

Exhibits E and F, referred to in the foregoing plea of Jas. W. Campbell.

Exhibit "E."

This indenture, made this ninth day of August, in the year one thousand eight hundred and twenty-five, between Samuel McConaughy, and Mary his wife, of the county of Brown and State of Ohio, of the one part, and James W. Campbell, of the county of Mason, and State of Kentucky, of the other part, witnesseth: that the said Samuel McConaughy, and Mary his wife, for and in consideration of the sum of nine hundred and twenty-five dollars, current money of the United States of America, to them in hand paid, the receipt whereof they hereby acknowledge, and forever acquit and discharge the said James W. Campbell, his heirs, executors, and administrators, have granted, bargained, sold, aliened, and confirmed, and by these presents do grant, bargain, sell, alien, and confirm, unto the said James W. Campbell, his heirs and assigns forever, all that tract or parcel of land lying and

being in the county of Brown, and State aforesaid, beginning at a stone in the line of Thomas Jennings; thence, south eighty-one degrees west, ninety-six poles, to an elm tree in the line of James McElhenny; thence, south twenty-seven degrees east, seventy-two and ¾ poles, to a stone at the corner of James McElhenny; thence south forty-three degrees east, sixty poles, with said McElhenny's line, to a stone at the corner of said McElhenny's land; thence, south sixty-three degrees west, eighty-two poles, crossing a small branch to a beech tree in William King's line; thence, south twenty-seven degrees east, one hundred and forty-two poles, to a stone corner to John Baird; thence, north sixty-three degrees east, eighty-nine poles, to a double lynn tree; thence, north three degrees west, one hundred and seventy-eight and ¼ poles, to an ash and hickory; thence, north twenty-seven degrees west, one hundred and eight and ¼ poles; containing one hundred and eighty and one-fourth acres; together with all improvements, water-courses, profits, and appurtenances whatsoever to the said premises belonging, or in any wise appertaining; and the reversions, remainders, and profits thereof, and all the estate, right, title, interest, property, claim, and demand, of them, the said Samuel McConaughy and Jane his wife, of, in, and to the same; to have and to hold the lands hereby conveyed, with all and singular the premises and every part and parcel thereof, with every of the appurtenances, unto the said James W. Campbell, his heirs and assigns forever, to the only proper use and behoof of him, the said James W. Campbell, his heirs and assigns forever. And the said Samuel McConaughy, and Mary his wife, for their heirs, executors, and administrators, do covenant, promise, and agree, to and with the said James W. Campbell, his heirs and assigns, by these presents, that the premises before mentioned now are, and forever hereafter shall remain, free of and from all former and other gifts, grants, bargains, sales, dowers, right and title of dower, judgments, executions, titles, troubles, charges and incumbrances whatsoever, done or suffered to be done by them, the said Samuel McConaughy, and Mary his wife. And the said Samuel McConaughy, and Mary his wife, and their heirs, all and singular the premises hereby bargained and sold, with the appurtenances, unto the said James W. Campbell, his heirs and assigns, against them, the said Samuel McConaughy, and Mary his wife, and their heirs, and all and every other person or persons whatsoever, do and will warrant and forever defend, by these presents.

In witness whereof, they, the said Samuel McConaughy, and Mary his wife, have hereunto set their hands and seals, the day and year first above written.

SAM'L McCONAUGHY, [L. S.]
MARY McCONAUGHY. [L. S.]

Signed, sealed, and delivered in presence of us—
J. W. CAMPBELL,
CHARLES CAMPBELL.

The State of Ohio, Brown county, ss:

Personally appeared before me, the subscriber, a justice of the peace for said county, the within named Samuel McConaughy, who acknowledged that he did voluntarily sign, seal, and deliver, the within deed of conveyance, for the purposes therein expressed. Also personally came before me, Mary McConaughy, wife of the said Samuel McConaughy, and being examined separate and apart from her said husband, acknowledged the within deed of conveyance to be her voluntary act and deed, and that she executed the same without the threats, coercion, or persuasion of her husband, and freely relinquished her right of dower to the premises within mentioned, and desires that the same may be admitted to record.

Given under my hand and seal, this 9th day of August, 1825.

JOSEPH STABLETON, *J. P.* [SEAL.]

(Endorsement.)—"Mr. Campbell deeded five acres, one rood, and twenty-six poles of the within land to Thomas Jennings; and Mr. Jennings deeded to him, in exchange for it, four acres and one-fourth in the same survey." "Entered for record August 9th, 1825, and recorded the 17th, in book D, in page 551.

"AMOS ELLIS, *R. B. C.*"

Exhibit "F."

Know all men that we, Thomas Jennings, and Mary Jennings his wife, of the county of Brown, and State of Ohio, in consideration of the sum of one hundred and thirteen dollars, to them paid by James W. Campbell, of the county and State aforesaid, the receipt whereof is hereby acknowledged, do hereby bargain, sell, and convey, to the said James W. Campbell, heirs and assigns forever, the following real estate, viz: A tract of land lying in the county of Brown, and State of Ohio, on the waters of Straight creek, being part of an entry of 892 acres made in the name of Matthew Rhea, No. 1,984, beginning at a stone, ash, and sugar tree stumps, in the original line of the survey, and a corner to William Moore; thence, north $1\frac{3}{4}$ west, $55\frac{1}{2}$ poles, to a stone in the State road; thence, with said road, north 81 west, 28 poles, to a stone in the said original line and road; thence, south 27 east, 67 poles, to the beginning; containing 4 acres, 3 roods, and 8 poles, be it more or less. Also a tract of land lying in the said county and State, on the waters of Straight creek, being part of an entry of 965 acres, by No. 1,707, and beginning at a stone in the State road; thence, south 65, west, $44\frac{1}{2}$ poles, to a stake and elm; thence, north $26\frac{1}{4}$ west, $30\frac{6}{10}$ poles, to a stake in the State road; thence, with the State road and Thomas Jennings' line, south 81 east, 55 poles, to the beginning; containing $4\frac{1}{4}$ acres, be the same more or less; this tract in John O'Bannon's said entry, No. 1,707, together with all the privileges and appurtenances to the same belonging. To have and to hold the same to the said James W. Campbell, heirs and assigns forever, hereby covenanting that the title so conveyed is clear, free, and unincumbered, and that they will warrant and defend the same against all claims whatsoever.

In testimony whereof, the said Thomas Jennings, and Mary Jennings his wife, have hereunto set their hands and seals, this third day of May, in the year eighteen hundred and thirty-nine.

THOMAS JENNINGS, [SEAL.]
MARY JENNINGS. [SEAL.]

Signed, sealed, and delivered, in presence of—
J. H. SEIMETT,
JOHN RALSTON.

State of Ohio, Brown county, ss:

Be it remembered, that on this third day of May, in the year of our Lord one thousand eight hundred and thirty-nine, before me, the subscriber, personally came Thomas Jennings, and Mary Jennings his wife, the grantors in the above conveyance, and acknowledged the same to be their voluntary act and deed, for the uses and purposes therein mentioned. And the said Mary Jennings, who hereby relinquishes her right of dower of the said premises, being examined by me separate and apart from her said husband, and the contents of said deed made known and explained to her, declares that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith, as her act and deed, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto subscribed my name and affixed my seal, on the day and year last aforesaid.

JOHN RALSTON, [SEAL.]
Justice of the peace.

(Endorsed.)—"Entered for record May 4th, 1839, and recorded on the 8th day of the same month, in book of deeds Q, No. 16, pages 419 and 420.

"DAVID CRAWFORD,
"*Recorder, Brown county, Ohio.*"

"Transferred May 4th, 1839.

"H. LINDSEY, *A. B. C.*"

Exhibit G, referred to in the foregoing plea of Christian Snedaker.

Exhibit "G."

This indenture, made the nineteenth day of January, one thousand eight hundred and twenty-eight, between Victor King and William McConaughy, administrators of the estate of James McConaughy, late of Brown county, Ohio, deceased, of the first part, and Christian Snedaker, of the county and State aforesaid, of the other part, witnesseth: that, in pursuance of an order of the court of common pleas of Brown county, Ohio, at their November term, one thousand eight hundred and twenty-seven, the aforesaid Victor King and William McConaughy, administrators as aforesaid, did, on the fourteenth day of November, one thousand eight hundred and twenty-seven, expose to sale at public vendue or outcry, (after having advertised the same agreeably to law,) on the premises, the following described piece or tract of land, late the es-

tate of James McConaughy, deceased, ordered by the court aforesaid to be sold by said administrators, for the payment of debts; and said land was sold and struck off to Christian Snedaker, for and at the sum of five hundred dollars, that being the highest and best bid given for the same, and being more than $\frac{2}{3}$ of the appraised value thereof.

Now this indenture witnesseth, that the said Victor King and William McConaughy, administrators as aforesaid, for and in consideration of the sum of five hundred dollars, lawful money, to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and confirmed, and by these presents do grant, bargain, sell and confirm, unto the aforesaid Christian Snedaker, the aforesaid tract of land, sold as aforesaid, bounded and described as follows, to wit: Beginning at two beeches, corner to Joseph Hillman's survey, running with John Blair's line, north 27 W., 102 poles, to a locust stake, corner to Samuel McConaughy; running with Samuel McConaughy's line, north 63 east, 162 poles, to a black ash, beech, and white thorn, corner to Richard Wallace; running with Richard Wallace's line, south 27 east, 102, to a sugar tree, ironwood, beech, and dogwood, corner to Samuel Grisham's; running with Samuel Grisham's line, south 63 west, 162 poles, to the beginning; containing one hundred and one acres, more or less, situate on the waters of Straight creek, Brown county, Ohio; to have and to hold the above described tract of land, together with all and singular the privileges and appurtenances whatsoever, unto the said Christian Snedaker, his heirs and assigns, forever, to the only proper use, benefit, and behoof of him, the said Christian Snedaker, his heirs and assigns, with all the title, claim, and interest which the said James McConaughy, deceased, had in the same at the time of his death.

In testimony whereof, the said Victor King and William McConaughy have hereunto set their hands and affixed their seals, the day and year first above written.

VICTOR KING, [SEAL.]
WM. L. McCONAUGHY, [SEAL.]
Administrators of James McConaughy, dec'd.

Signed, sealed, and acknowledged in presence of us—
JOHN RANKIN,
G. W. KING.

The State of Ohio, Brown county, ss:

Personally came before me, the subscriber, a justice of the peace for the county aforesaid, Victor King and William McConaughy, and acknowledged the foregoing deed to be their voluntary act and deed for the purposes therein mentioned.

Given under my hand and seal this 19th day of January, A. D. 1828. GEORGE W. KING, [SEAL.]
Justice of Peace.

(Endorsed:) Entered for record June 3d, 1828, and recorded the 19th, in book "F, of deeds, page 422, &c.

"AMOS ELLIS, *R. B. C.*"

Exhibit "H."

Exhibit "H," referred to in the foregoing plea of Duncan Evans.

This indenture, made the 15th day of April, in the year of our Lord one thousand eight hundred and twenty-eight, between Nathaniel Woods, and Jane his wife, of the county of Brown, and State of Ohio, of the one part, and Duncan Evans, of the county and State aforesaid, of the other part, witnesseth: that the said Nathaniel Woods, and Jane his wife, for and in consideration of eight hundred dollars, lawful money of the United States, to them in hand well and truly paid by the said Duncan Evans, the receipt whereof is hereby acknowledged, and thereof and therefrom do acquit, release, and exonerate, and forever discharge the said Duncan Evans, his heirs, executors, and administrators, have granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, release, enfeoff, convey, and confirm, unto the said Duncan Evans, his heirs, and assigns, forever, all that tract or parcel of land *laying* or being in the county of Brown, and situate on the waters of Straight creek, a branch of the Ohio river, beginning at a stake, a corner to Samuel McIlhenny, near Joseph Killman's fence; thence, N. 27° W., 156 poles, to a stake; thence, south 89° W., 115¼ poles, to a stake; thence, south 27° E., 206½ poles, to a honey-locust and a hickory; thence, north 63° E., 103⅗ poles, to the place of beginning, so as to contain one hundred and fourteen acres and three-fourths of an acre, be the same more or less, being part of a survey conveyed by William Lytle to Samuel McConaughy, and by said McConaughy to Richard Blair, and by said Blair to Samuel King, and from Samuel King to Nathaniel Woods; and all the estate, right, title, interest and demand, of the said Nathaniel Woods and Jane his wife, of, in, and to the said premises hereby granted, and every part thereof; together with all and singular the rights, privileges, and appurtenances to the same belonging, or in any wise appertaining, and the rents, issues, and profits thereof; to have and to hold the said premises, hereby bargained and sold, or meant or intended to be, with the appurtenances, to the said Duncan Evans, to the only proper use, benefit, or behoof of the said Duncan Evans, his heirs, and assigns, forever. And the said Nathaniel Woods, and Jane his wife, for themselves, their heirs, executors, and administrators, do covenant, grant, and agree, to and with the said Duncan Evans, his heirs, executors, administrators, and assigns, that they are the true and lawful owners of the premises hereby granted, and have good right, full power, and lawful authority to sell and convey the same, in manner and form aforesaid. And further, that they, the said Nathaniel Woods, and Jane his wife, and their heirs, executors, and administrators, will warrant and forever defend the aforesaid premises, with their appurtenances, and every part and parcel thereof, unto the said Duncan Evans, to the only proper use and behoof of the said Duncan Evans, his heirs, and assigns, against all persons lawfully claiming or to claim, by, from, or under them, or any of them, or by, from, or under any person or persons whomsoever.

For witness whereof, the said Nathaniel Woods, together with Jane his wife, who hereby relinquishes her right of dower in the premises, have hereunto set their hands and seals the day and year first above written.

NATHANIEL WOODS, [SEAL.]
her
JANE X WOODS. [SEAL.]
mark.

Signed, sealed, and delivered in presence of us—
JAMES WALL,
LEWIS JONES.

The State of Ohio, Brown county, ss:

Before me, the undersigned, one of the acting justices of the peace within and for said county, came personally Nathaniel Woods, and Jane his wife, the above grantors, and acknowledged the above indenture to be their voluntary act and deed, for the purposes therein mentioned. Said Jane (who hereby relinquishes her right of dower in the premises) being examined by me separate and apart from her said husband, agreeably to the statute in such case made and provided, acknowledged that she signed and sealed the same of her own free will, and without fear or coercion of her husband.

Given under my hand and seal, this 15th day of April, one thousand eight hundred and twenty-eight.

TARPLEY JONES, [SEAL.]
Justice Peace.

(Endorsed:) "Entered for record April 21st, 1828, and recorded the 23d, in book F, of deeds, page 333, &c.

"AMOS ELLIS, *R. B. C.*"

Exhibit "I."

Exhibit "I" referred to in the foregoing plea of Samuel King.

This indenture, made the seventh day of November, in the year of our Lord one thousand eight hundred and thirty-four, between Absalom King, and Margaret King his wife, of Brown county, Ohio, and Samuel King, of the county and State aforesaid, of the other part, witnesseth; that the said Absalom King, and Margaret his wife, for and in consideration of the sum of eight hundred dollars, lawful money of the United States, to them in hand well and truly paid by the said Samuel King, the receipt whereof is hereby acknowledged, and thereof and therefrom they do acquit, release, exonerate, and forever discharge the said Samuel King, his executors and administrators, have granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said Samuel King, and his *his* heirs and assigns, forever, all the following described tract of land, situate, lying, and being in Pleasant township, Brown county, Ohio, on the waters of Straight creek, bounded and described as follows: Beginning at a buck-

eye and sugar tree, south corner in William King's line; thence, north 27° west, 176½ poles, to a hickory, beech, and white ash; thence, north 63° east, 63 poles, to a stake and two beech pointers; thence south 27° east, 120, to a stake; south 43° E., 60 poles, to a stake; south 63 west, 80 poles, to the beginning; containing seventy-three acres and 110 poles, more or less, and all the estate, right, title, interest, claim, and demand of the said Absalom King, and Margaret his wife, of, in, and to the said premises hereby granted, and every part thereof; together with all and singular the rights, privileges, and appurtenances to the same belonging, or in any wise appertaining, and the rents, issues, and profits thereof; to have and to hold the said premises hereby bargained and sold, or meant or intended so to be, with the appurtenances, to the said Samuel King, to the only proper use, benefit, and behoof of the said Samuel King, and his heirs and assigns, forever; and the said Absalom King, and Margaret his wife, for themselves, and their heirs, executors, and administrators, do covenant, grant, and agree, to and with the said Samuel King, and his heirs, executors, administrators, and assigns, that they are the true and lawful owners of the premises hereby granted, and have good right, full power, and lawful authority to sell and convey the same in manner and form aforesaid. And further, that they, the said Absalom King, and Margaret his wife, and their heirs, executors, and administrators, will warrant and forever defend the aforesaid premises, with their appurtenances, and every part and parcel thereof, unto the said Samuel King, to the only proper use, benefit, and behoof of the said Samuel King, and his heirs and assigns, against all persons lawfully claiming, or to claim, by, from, or under them, or any of them, or by, from, or under any person or persons whomsoever.

In testimony whereof, the said Absalom King (together with Margaret, his wife, who hereby relinquishes her right of dower in the premises) have hereunto set their hands and seals the day and year first above written.

ABSALOM KING, [SEAL.]
MARGARET KING. [SEAL.]

Signed, sealed, and delivered in presence of—
JOSEPH HENDERSON,
DAVID JOHNSON.

The State of Ohio, Brown county, ss:

Before me, the undersigned, one of the associate judges within and for said county, came personally Absalom King and Margaret King, the above grantors, and acknowledged the above indenture to be their voluntary act and deed for the purposes therein mentioned; said Margaret King, (who hereby relinquishes her right of dower in the premises,) being examined by me separate and apart from her said husband, and informed of the contents of the foregoing deed, declared that she voluntary, and of her own free will and accord, and without fear or coercion of her husband, did, and now doth, acknowledge the signing and sealing thereof.

Given under my hand and seal, this seventh day of November, in the year of our Lord one thousand eight hundred and thirty-four.

DAVID JOHNSON, [L. S.]
Associate Judge.

(Endorsed:) " Entered for record, July 30th, 1836, and recorded on the 2d day of August, 1836, in book of deeds, N, pages 200, 201, and 202.

CHARLES WHITE,
Recorder, Brown county, Ohio.

Exhibit " J," referred to in the foregoing plea of Isaac E. Day.

"*Exhibit J.*"

This indenture, made the ninth day of April, in the year of our Lord one thousand eight hundred and thirty-five, between Samuel King, and Eleanor King, his wife, of Brown county, and State of Ohio, of the one part, and Isaac E. Day, of the county and State aforesaid, of the other part, witnesseth: that the said Samuel King, and Eleanor King, his wife, for and in consideration of the sum of twelve dollars, lawful money of the United States, to them in hand well and truly paid by the said Isaac E. Day, the receipt whereof is hereby acknowledged, and thereof and therefrom they do acquit, release, exonerate, and for ever discharge, the said Isaac E. Day, his heirs, executors, and administrators, have granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said Isaac E. Day, his heirs and assigns, forever, all of a certain tract of land lying in Brown county, Ohio, on the waters of Straight creek, being part of O'Bannon's survey, No. and bounded as follows, to wit: beginning at two beech pointers, Thomas Jenning's corner, in the original line of the survey; thence, S. 27° E., $22\frac{3}{5}$ poles, to a stake in the road; thence, with the State road, N. 80° W., $37\frac{1}{5}$ poles, to a stake in the road, in the original line; thence, N. 63 E., with the original line 29. 3 poles, to the beginning, containing two acres and nine poles, be the same more or less; and all the estate, right, title, interest, claim, and demand of the said Samuel King, and Eleanor King, his wife, of, in, and to the said premises hereby granted, and every part thereof; together with all and singular the rights, privileges, and appurtenances, to the same belonging, or in any wise appertaining, and the rents, issues, and profits thereof; to have and to hold the said premises hereby bargained and sold, or meant or intended so to be, with the appurtenances, to the said Isaac E. Day, to the only proper use, benefit, and behoof of the said Isaac E. Day, his heirs and assigns, forever; and the said Samuel King, and Eleanor King, his wife, for themselves, their heirs, executors, and administrators, do covenant, grant, and agree, to and with the said Isaac E. Day, his heirs, executors, and administrators, and assigns, that they are the true and lawful owners of the premises hereby granted, and have good right, full power, and lawful authority, to sell and convey the same in manner and form aforesaid; and further

that they, the said Samuel, and Eleanor King, his wife, their heirs, executors, and administrators, will warrant and forever defend the aforesaid premises, with their appurtenances, and every part and parcel thereof, unto the said Isaac E. Day, to the only proper use, benefit, and behoof, of the said Isaac E. Day, his heirs, and assigns, against all persons lawfully claiming, or to claim, by, from, or under them, or any of them, or by, from, or under any person, or persons, whomsoever.

In testimony whereof, the said Samuel King, (together with Eleanor King, his wife, who hereby relinquishes her right of dower in the premises,) have hereunto set their hands and seals the day and year first above written.

SAMUEL KING, [SEAL.]
ELEANOR KING. [SEAL.]

Signed, sealed, and delivered, in presence of—
JAS. ALLEN,
NANCY R. MCCONAUGHY.

The State of Ohio, Brown county, ss:

Before me, the undersigned, one of the justices of the peace within and for said county, came personally Samuel King, and Eleanor King, his wife, the above grantors, and acknowledged the above indenture to be their voluntary act and deed for the purposes therein mentioned. Said Eleanor King (who hereby relinquishes her right of dower in the premises) being examined by me separate and apart from her said husband, and informed of the contents of the foregoing deed, declared that she voluntarily, and of her own free will and accord, and without fear or coercion of her husband, did, and now doth, acknowledge the signing and sealing thereof.

Given under my hand and seal this twenty-eighth day of April, in the year of our Lord one thousand eight hundred and thirty-five.

JAS. ALLEN, *J. P.* [SEAL.]

(Endorsed:) " Entered for record, July 18th, 1835, and recorded on the 20th day of the same month, in book of deeds, M, pages 121 and 122.

CHARLES WHITE,
Recorder, Brown county, Ohio."

Exhibits "K," "L," and "M," referred to in the foregoing plea of Thomas Jennings.

Exhibit "K."

This indenture, made this 28th day of October, 1828, between Matthew Rhea, and Mary his wife, of the county of Maury, and State of Tennessee, of the one part, and Thomas Jennings, of the county of Brown, and State of Ohio, of the other part, witnesseth: That the said Matthew Rhea, and Mary his wife, for and in consideration of the sum of nine hundred and forty dollars, good and lawful money, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do grant, bargain, and sell, unto the said Thomas

Jennings, a certain tract or parcel of land, situate, lying, and being in the county of Brown, Ohio, aforesaid, on the waters of Straight creek, beginning at a large ash, the northwest corner of survey No. 1,984, granted to Matthew Rhea, and in the southern line of survey No. 1,983, granted to the same; thence, with the lines thereof, north sixty-three degrees east, one hundred and forty-nine and an half poles, to a fallen white walnut, southwest corner of said survey No. 1,983; thence, with the line thereof, north 27 degrees west, two hundred and eight poles, to a beech, William Moore's corner; thence, with his line, south 63 degrees west, one hundred and seventy-two poles, to a stone marked W. M. & T. J.; thence, south one hundred and forty-one and an half poles, passing the gum corner at fourteen poles, and thence along Abel Rees' line to an ash stump, said Rees' southeast corner; thence, south 25 degrees west, seventy-six poles, to a beech in the line dividing O'Bannon's survey from said survey No. 1,983; thence, with what was Victor Larimer's line, south 27° 23′ east, fifty-seven poles, to an elm in that line; thence, with James Campbell's line, north 65 degrees east, ninety-three and an half poles, to a stake by said Thomas Jenning's fence; thence along his line fifty-seven poles to the beginning; containing three hundred and thirteen acres, be the same more or less; to have and to hold unto him, the said Thomas Jennings, his heirs and assigns, forever, the premises aforesaid, with all and singular the appurtenances thereunto belonging; and the said Matthew Rhea, and Mary his wife, do hereby warrant and defend the tract of land, so as aforesaid conveyed unto him, the said Thomas Jennings, his heirs, assigns, &c., against the lawful claim or claims of all and every person whatsover.

MATTHEW RHEA, [SEAL.]
MARY RHEA. [SEAL.]

Done in presence of—
ROBERT HARDIN,
ABRAHAM LOONEY, [L. S.]

State of Tennessee, Maury county,
Court of common pleas & quarter sessions, at Oct. term, 1828.

The above deed of conveyance was acknowledged in open court by Matthew Rhea and Mary Rhea, and the said Mary, being examined separate and apart from her husband, declared, that she had executed the same freely, and of her own accord, without constraint or fear of her said husband.

In testimony whereof, I, Thomas Jefferson Potter, clerk, do hereto subscribe my name, and affix the seal of my office, this 25th day of October, 1828.

THOMAS J. PORTER, *Clerk.*

State of Tennessee, Maury county:

I, James Walker, presiding justice of the court of pleas and quarter sessions of said county, do hereby certify, that Thomas Jefferson Porter, who has subscribed his name within, is acting clerk of said court, and that his certificate is in due form of law.

Witness my hand and seal, this 15th day of November, 1828.

JAMES WALKER, [SEAL.]

Presiding justice.

(Endorsed:) "Entered for record, June 30th, 1829, and recorded July 1st, 1829, in book G of deeds, pages 298 and 299.

"AMOS ELLIS, *R. B. C.*"

Exhibit "L."

Know all men, that we, James W. Campbell, and Mary Campbell his wife, of the county of Brown, and State of Ohio, in consideration of the sum of one hundred and one dollars, to them paid by Thomas Jennings, of the county and State aforesaid, the receipt whereof is hereby acknowledged, do hereby bargain, sell, and convey to the said Thomas Jennings, his heirs and assigns, forever, the following real estate, viz: a certain tract of land lying in the county of Brown, and State of Ohio, on the waters of Straight creek, being part of an entry of 965 acres, made in the name of John O'Bannon, by No. 1,707, and beginning at a stone in the original line of the survey, and in the State road; thence, with said original line, N. 27 W., $34\frac{8}{10}$ poles, to a stone in said line, corner to said Jennings' other tract; thence, S. 65 W., $49\frac{8}{10}$ poles, to a stone in the State road; thence, with said road, S. 81 E., $62\frac{1}{2}$ poles, to the beginning; containing five acres one rood and twenty-six poles, be the same more or less; together with all the privileges and appurtenances to the same belonging; to have and to hold the same to the said Thomas Jennings, his heirs and assigns, forever; hereby covenanting that the title so conveyed is clear, free, and unincumbered, and that they will warrant and defend the same against all claims whatsoever.

In witness whereof, the said James W. Campbell, together with Mary Campbell his wife, have hereunto set their hands and seals, this fourth day of May, in the year eighteen hundred and thirty-nine.

JAMES W. CAMPBELL, [SEAL.]

MARY CAMPBELL. [SEAL.]

Signed, sealed, and delivered in presence of—

JOHN DONALDSON,

JOHN RALSTON.

State of Ohio, Brown county, ss:

Be it remembered that, on this fourth day of May, in the year of our Lord one thousand eight hundred and thirty-nine, before me, the subscriber, a justice of the peace, personally came James W. Campbell, and Mary Campbell his wife, (who hereby relinquishes her right of dower,) the grantors in the above conveyance, and acknowledged the same to be their voluntary act and deed for the uses and purposes therein mentioned; and the said Mary Campbell, wife of the said James W. Campbell, being examined by me separate and apart from her said husband, and the contents of said deed made known and explained to her, declares, that she did voluntarily sign, seal, and acknowledge the

same, and that she is still satisfied therewith, as her act and deed for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto subscribed my name, and affixed my seal, on the day and year last aforesaid.

JOHN RALSTON, [SEAL.]
Justice of the peace.

(Endorsement:) "Entered for record, May 4th, 1839, and recorded on the 8th day of the same month in book of deeds Q, pages 420 and 421. DAVID CRAWFORD,
"*Recorder, Brown county, Ohio.*"

Transferred May 4th, 1839. H. LINDSEY, *A. B. C.*

Exhibit "M."

This indenture, made the twenty-sixth day of May, in the year of our Lord one thousand eight hundred and thirty-five, between Isaac E. Day, and Marium Day his wife, of Brown county, and State of Ohio, of the one part, and Thomas Jennings, of the county and State aforesaid, of the other part, witnesseth: That the said Isaac E. Day, and Mariam Day his wife, for and in consideration of the sum of six dollars, lawful money of the United States, to them in hand well and truly paid by the said Thomas Jennings, the receipt whereof is hereby acknowledged; and thereof and therefrom they do acquit, release, exonerate, and forever discharge the said Thomas Jennings, his heirs, executors, and administrators; have granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said Thomas Jennings, his heirs and assigns, forever, all of a certain tract or parcel of land, lying in Brown county, Ohio, on the waters of Straight creek, being in Matthew Rhea's, and part in O'Bannon's, survey, and bounded as follows, to wit: Beginning at a beech, near a hickory, said Isaac E. Day and Thomas Jennings' corner; thence, S. 3° W., 21½ poles, to a stake in the State road, 13 links north of a large poplar stump; thence, S. 80° E., with said road, 14 poles, to a stake in said road, in Thomas Jennings' line; thence, N. 27 W., 27 poles, crossing the line between O'Bannon's and Rhea's surveys, to the beginning; containing three roods and twenty-seven poles, be the same more or less; and all the estate, right, title, interest, claim, and demand of the said Isaac E. Day, and Meriem his wife, of, in, and to the premises hereby granted, and every part thereof; together with all and singular the rights, privileges, and appurtenances to the same belonging, or in anywise appertaining, and the rents, issues, and profits thereof; to have and to hold the said premises, hereby bargained and sold, or meant or intended so to be, with the appurtenances, to the said Thomas Jennings, to the only proper use, benefit, and behoof of the said Thomas Jennings, his heirs and assigns forever; and the said Isaac E. Day, and Merium his wife, for themselves, their heirs, executors, and administrators, do covenant, grant, and agree, to and with the said Thomas

Jennings, his heirs, executors, administrators, and assigns, that they are the true and lawful owners of the premises hereby granted, and have good right, full power, and lawful authority to sell and convey the same in manner and form aforesaid.

And further, that they, the said Isaac E. Day and Merium Day, their heirs, executors, and administrators, will warrant and forever defend the aforesaid premises with their appurtenances, and every part and parcel thereof, unto the said Thomas Jennings, to the only proper use, benefit, and behoof of the said Thomas Jennings, his heirs, and assigns, against all persons lawfully claiming, or to claim, by, from, or under them, or any of them, or by, from, or under any person or persons whomsoever.

In testimony whereof, the said Isaac E. Day, (together with Merium Day, his wife, who hereby relinquishes her right of dower in the premises,) have hereunto set their hands and seals the day and year first above written.

ISAAC E. DAY, [SEAL.]

MERIUM her mark DAY. [SEAL.]

Signed, sealed, and delivered in presence of—
JAS. ALLEN,
JOSEPH NICHOLAS.

The State of Ohio, Brown county, ss:

Before me, the undersigned, one of the justices of the peace within and for said county, came personally Isaac E. Day and Merium Day, the above grantors, and acknowledged the above indenture to be their voluntary act and deed, for the purposes therein mentioned. Said Merium Day, (who hereby relinquishes her right of dower in the premises,) being examined by me separate and apart from her said husband, and informed of the contents of the foregoing deed, declared that she voluntarily, and of her own free will and accord, and without fear or coercion of her husband, did, and now doth, acknowledge the signing and sealing thereof.

Given under my hand and seal this twenty-sixth day of May, in the year of our Lord one thousand eight hundred and thirty-five.

JAS. ALLEN, *J. P.* [SEAL.]

Endorsement: Entered for record June 5th, 1835. Recorded on the same day in book of deeds, M, (No. 12,) pages 75 and 76.

CHARLES WHITE,
Recorder, Brown county, Ohio.

Exhibit "N."

Exhibit "N," referred to in the foregoing plea of Absalom King.

This indenture, made this thirteenth day of November, eighteen hundred and thirty-four, witnesseth: that whereas, it has heretofore been shown to the court of common pleas, in and for the county of Brown, in the State of Ohio, by the petition of Alexander McIlhenny, that on

the day of 183 Samuel McIlhenny, late of said county of Brown, deceased, seized in his demesne as of fee, in the following real estate, lying in Brown county, Ohio, to wit, one hundred and eighty-four acres of land, situate on the waters of Straight creek, bounded and described as follows: Beginning at a stake, corner to Gilbert Wright; thence, S. 27° E., 157 poles, to a stake; thence, N. 63 E., 80 poles, to three beeches, corner to James McConaughy; thence, N. 27° west, 264¼ poles, to two beeches and dogwood, corner to Victor King; thence, S. 63 W., 179 poles, to two sugar trees and a buckeye, corner to Moses Hicks; thence, S. 27 E., 57 poles, to a stake, corner to Gilbert Wright; thence, N. 89° E., 115¼ poles, to the beginning. That said Samuel McIlhenny died intestate, leaving a widow, Sally McIlhenny, and heirs and legal representatives, to wit, Ezekiel McIlhenny, Alexander M. McIlhenny, the petitioner, James McIlhenny, David McIlhenny, William McIlhenny, William S. McConaughy, and Jane, his wife, late Jane McIlhenny, Esther S. McIlhenny, Robert McIlhenny, Samuel McIlhenny, Sally E. McIlhenny, John J. McIlhenny, and William A. McIlhenny; that he, the said petitioner, since the death of his father, had purchased the undivided interest of said James McIlhenny in said tract of land, and that said Robert McIlhenny had bought the interest of said David McIlhenny therein, so that the said petitioner, and said Robert, had each a right to two-elevenths of said real estate, subject to the widow's dower; and that each of the other heirs, besides themselves, and James and David, have each an interest equal to one-eleventh undivided part of said land, subject to the same right of dower. It was prayed in said petition, that partition of said land be made among said heirs, and that each one have his respective share set off to him in severalty, subject to the widow's dower; and if the same could not be done without manifest injury to the value of the whole, then that an appraisement be made of said tract of land, subject to the dower, and also quit of the dower of said widow. Whereupon, such proceedings were had in the premises, that at the term of August, 1834, of said court, it was ordered, adjudged, and decreed by said court, that a writ of partition issue in this case, directed to the sheriff of the county of Brown, commanding him, that by the oaths of William Moore, Nathaniel Woods, and Samuel Rankin, three judicious disinterested freeholders of the vicinity of said tract of land, he cause to be set off to the demandant, and other heirs in the petition mentioned, their respective shares according to their respective interests in said tract of land, subject to the widow's dower, which had been previously assigned to her by metes and bounds by order of said court; but if in the opinion of said freeholders said *said* lands and tenements could not be divided according to the command of said writ, then and in that case said sheriff was farther ordered that, by the oaths of the freeholders named as aforesaid, cause a just valuation of said lands and tenements to be made and returned to said court, under the hands and seals of said freeholders, with dower included, and quit of dower. And the said freeholders, at the said term of August, 1834, of said court, having reported to said court, under their hands and seals,

that in their opinion said tract of land could not be divided according to the command of said *of said* writ, without injury to and spoiling the whole; and that they had appraised said lands and tenements to the value of ten dollars per acre quit of dower, and to seven dollars per acre subject to the dower of said widow; and the court having seen and inspected said appraisement and report, confirmed the same; and thereupon it was ordered, adjudged, and decreed by said court, that the sheriff of the county of Brown aforesaid proceed to sell, and do sell, said lands and tenements in the petition and proceedings thereon mentioned, subject to the widow's dower already laid off to her by metes and bounds; and that in making said sale he shall in all respects be governed by the statute regulating judgments and executions, except that it shall not be necessary again to appraise said lands and tenements. No one or more of said heirs electing to take said lands and tenements at the appraised thereof, as returned by said freeholders, said sheriff was ordered not to sell said lands and tenements for less than two-thirds the appraised thereof, requiring one third of the purchased money to be paid in hand, one-third in one year, and the remaining one-third in two years, from the day of sale, taking bond and security for the different payments.

And afterwards, to wit, at the term of November, 1834, of said court, Jeremiah Purdum, sheriff of the county of Brown aforesaid, returned, that, in pursuance of the order of said court to him directed, he proceeded, on the eleventh day of August, eighteen hundred and thirty-four, at the door of the court house, in Georgetown, to offer said tract of land and tenements at public vendue, having given due notice of the time and place of sale, by advertisement, for more than thirty days previous to the day of sale, in the Castigator, a newspaper in general circulation in said county, and then and there publicly sold said tract of land and premises to Absalom King, for the sum of one thousand eight hundred and one dollars, that being more than two-thirds of the appraised value of said tract of land and premises, and he being the highest and best bidder therefor, he became the purchaser thereof; and the court having seen and inspected the proceedings of said sheriff relative to said sale, and being satisfied that the same had, in all respects, been made agreeably to the statute of the State of Ohio in such case made and provided, approved of and confirmed the same, and ordered, among other things, that Jeremiah Purdum, sheriff of the county of Brown aforesaid, make, execute, and deliver to said purchaser, a deed of conveyance for said tract of land so by him sold as aforesaid. All which will more fully and at large appear, reference being had to the proceedings had in the premises, which are of record in the office of the clerk of the court of common pleas at Georgetown, in said county, among the records of said county and court.

Now, therefore, I, Jeremiah Purdum, sheriff of the county of Brown, in the State of Ohio, in consideration of the premises aforesaid, and of the sum of one thousand eight hundred and one dollars, to me paid by the said Absalom King, the receipt whereof is hereby acknowledged; and by virtue of the power and authority in me vested, and of the stat-

ute of the State of Ohio in such case made and provided, have sold, aliened, transferred, and conveyed, and by these presents do sell, alien, transfer, and convey, unto the said Absalom King, all of said tract of land and tenements herein before specified, and every part and parcel thereof, with the appurtenances thereto belonging, and all the right, title, claim, interest, estate, and demand, which the said Samuel McElhenny, deceased, as aforesaid, had in the same at the time of his death, and which the said Ezekiel McIlhenny, Alexander H. McIlhenny, William S. McConaughy, and Jane, his wife, Esther S. McIlhenny, Robert McIlhenny, Samuel McIlhenny, Sally E. McIlhenny, John J. McIlhenny, and William A. McIlhenny, children and heirs at law of said Samuel McIlhenny, deceased, as aforesaid, have, or can have, into and over the same, and every part thereof, to be held by the said Absalom King, his heirs and assigns, forever, in as full, ample, and complete a manner as the said parties, as heirs at law of said Samuel McIlhenny, deceased, or as purchasers, could have held the same, or as I, Jeremiah Purdum, sheriff of the county of Brown aforesaid, by virtue of the premises aforesaid, convey the same, subject, nevertheless, to the life estate or dower of said Sally McIlhenny, widow of said Samuel McIlhenny, deceased, as aforesaid, therein.

In witness whereof, I, the said Jeremiah Purdum, sheriff of the county of Brown aforesaid, have hereunto set my hand and seal the day and year above written.

JEREMIAH PURDUM, [SEAL.]
Sheriff of B. C., O.

Signed, sealed, and acknowledged in presence of—
JNO. D. WHITE,
H. B. PAYNE.

THE STATE OF OHIO, *Brown county, ss:*

Personally appeared before me, the undersigned, an associate judge of the court of common pleas in and for said county, Jeremiah Purdum, sheriff of said county of Brown, and acknowledged the foregoing deed of conveyance to be his official act and deed, for the uses and purposes therein contained.

In testimony whereof, I have hereunto set my hand and seal, this thirteenth day of November, eighteen hundred and thirty-four.

H. B. PAYNE, [SEAL.]
Associate judge.

(Endorsed)—Received for record Feb'y 9th, 1835, and recorded in book L, pages 484, 485, and 486.

CHARLES WHITE,
Recorder, Brown county.

February 10th, 1835.

And afterwards, to wit, on the twenty-seventh day of April, in the year of our Lord one thousand eight hundred and forty-one, came the complainants, by their solicitors, and filed in the clerk's office of the

court aforesaid their replication to the pleas and answer of the several respondents; which said replication is in the words and figures following, to wit:

Replication.

"7th circuit court of the United States, district of Ohio, between Theodore Lewis, et als., complainants, John Baird, et als., defendants.

The replication of Peter K. Wagner and Sidonia Pierce Wagner, (his wife,) John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza C. Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, and Benjamin Franklin Lewis, citizens and inhabitants of the State of Louisiana, John Bowman, and Mary Pierce Bowman, (his wife,) citizens and inhabitants of the State of Tennessee, and George C. Thompson, a citizen and inhabitant of the State of Kentucky, complainants, to the separate pleas of John Baird, James W. Campbell, Thomas Jennings, Isaac E. Day, Duncan Evans, William King, Victor King, Samuel King, Absalom King, William Moore, and Christian Snedaker, citizens and inhabitants of the State of Ohio, defendants. These repliants, saving and reserving to themselves all and all manner of advantage of exception to the manifold insufficiencies of the said separate pleas, for replication thereunto say: that they will aver and prove their said bill to be true, certain, and sufficient in the law to be answered unto, and that the said separate pleas of the respective defendants is uncertain, untrue, and insufficient to be replied unto by these repliants; without that, that any other matter and thing whatsoever in the said separate pleas contained, material or effectual in the law to be replied unto, confessed and avoided, traversed and denied, is true. All which matters and things these repliants are, and will be, ready to aver and prove as this honorable court shall direct; and humbly pray, as in and by their said bill they have already prayed. And these repliants, for replication to the joint and several answer of the above named defendants, in support of their several pleas herein before replied to, saving and reserving to themselves all and all manner of advantage of exceptions to the manifold insufficiencies of the said joint and several answers of the said defendants, say, that they will aver and prove their said bill to be true, certain, and sufficient in the law to be answered unto, and that the said joint and separate answer of the defendants, in support of their said separate pleas in bar, is uncertain, untrue, and insufficient to be replied unto by these repliants; without that, that any other matter or thing whatsoever in the said joint and separate answers contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true. All which matters and things these repliants are, and will be, ready to aver and prove, as this honorable court shall direct; and humbly pray, as in their said bill they have already prayed.

SCOTT & J. W. ANDREWS,
Solicitors, &c."

And afterwards, to wit, at the July term of said court, in the year of

our Lord one thousand eight hundred and forty-one, came the parties aforesaid, and *of* motion of complainants, by Mr. Scott, their counsel, leave is given to withdraw their replication and amend their bill; and, thereupon, they file their amended bill in the words and figures following, to wit:

Amended bill.

7th circuit of the United States:

THEODORE LEWIS et als.
vs.
JOHN BAIRD et als. } In chancery.

By leave of the court here, for this purpose first had and obtained, the complainants amend their original bill as follows, to wit:

1. Page 3, line 2d, &c., strike out these words, "Each of the foregoing entries, your orators charge to have been made certain and precise in their calls, in strict conformity with the law, and that they appropriated the lands embraced in their respective calls."

2. Same page, 21st line, &c., strike out these words, "These three entries, your orators do also charge to be certain and precise, in strict conformity with the law, and that they appropriated the lands embraced within their respective calls."

3. Same page, two last lines but one, strike out these words, "These last re-entries, your orators charge to be certain and precise, in strict conformity to the law, and appropriated the lands embraced within their respective calls."

4. Page 5, after the word "all," in the 3d line, add the words, "or nearly all."

5. Page 11, after the word "trust," in the 5th line of that page, insert, "and also the three thousand acres not conveyed by said deed of trust."

6. Page 13, line 10, after the word "to," at the end of the line, add these words, "the remaining three thousand acres of land, situate on the northwest side of the river Ohio as aforesaid, and to."

7. Same page, line 15, after the word "Lawson," insert, "or as one of the co-heirs of the deceased father, the said Robert Lawson."

8. Same page, last line, and part of the first line of page 14, strike out these words, "or found within the limits of the same."

And afterwards, at this same term, to wit, on the ninth day of July, in the year of our Lord one thousand eight hundred and forty-one, on motion of the respondents, leave is given to answer in sixty days, and this cause is continued.

And afterwards, to wit, on the sixth day of September, in the year last aforesaid, came the defendants, by their solicitor, and filed their amended answer in the words and figures following, to wit:

Amended answer.

The amended answer of Wm. Baird, Victor King, Absalom King, Samuel King, Wm. King, Wm. Moore, Thomas Jennings, James

W. Campbell, Isaac E. Day, Duncan Evans, and C. Snedaker, to a bill in chancery, filed against them in the circuit court of the United States for the district of Ohio, by Theodore Lewis and others, heirs, &c., of Robert Lawson, dec'd.

These respondents, for a further answer to the bill of complainants, not waiving but insisting upon their respective pleas and answer heretofore filed in this cause, answer and say, that they are entirely ignorant of the intemperate habits of said Robert Lawson, as alleged in the bill of complainants, and equally ignorant of the alleged incapacity of said Robert to make contracts, as set forth in said bill, and do therefore deny the same, and require strict proof thereof.

These respondents are informed and believe, that a part of the persons named in said bill, as trustees in a certain deed of trust mentioned therein, have been within the State of Ohio repeatedly since the execution of said pretended deed of trust, and before and since the issuing of the patent under which these respondents claim, and that Joshua Lewis, the ancestor of a part of said complainants, as well as Joseph Crockett and George Thompson, two of said trustees, has been within the State of Ohio, both before and since the issuing of the said patent.

They further answering say, that the complainants, and those under whom they claim, have neglected, for more than forty years, to assert any claim to the lands in controversy, as is clearly shown by their bill; and these defendants therefore insist, that their said claim, under said pretended deed of trust, is a stale claim, and not attended with any circumstances to relieve it of such staleness; that they have waited until all the witnesses who may be supposed to know the transactions of said Lawson and O'Bannon are dead, and now come forward to assert their pretended title; and these defendants will insist, on the hearing of this cause, that the said bill should be dismissed on account of such staleness, and that said claim is otherwise illegal, unjust, and void, and such as no court of equity will enforce; and they will also rely upon the statute of limitations as a complete bar to the claim of the complainants, and insist that the said statute fully protects them from said claim now set up in the bill.

Having fully answered, &c., they deny all fraud, and pray to be hence dismissed with their costs, &c.

WM. BAIRD,
VICTOR KING,
ABSALOM KING,
SAMUEL KING,
WM. KING,
WM. MOORE,
THOMAS JENNINGS,
JAS. W. CAMPBELL,
ISAAC E. DAY,
DUNCAN EVANS,
C. SNEDAKER.
HAMER, *Sol. for defts.*

State of Ohio, Brown county, ss:

Personally appeared before me, the subscriber, a justice of the peace in and for said county, Absalom King and William Moore, defendants in the above suit, who, being duly sworn, say, that the matters and things set forth in the foregoing answer, as of their own knowledge, are true, and such as are set forth from information derived from others, they believe to be true.

WILLIAM MOORE,
ABSALOM KING.

Sworn and subscribed, this 1st day of September, A. D. 1841.

J. H. KING, [SEAL.]
Justice of the Peace.

And afterwards, to wit, at the December term of said court, to wit, on the twenty-second day of said month, in the year of our Lord one thousand eight hundred and forty-one, came the parties aforesaid, by their counsel; and on motion of the complainants, by their counsel, leave is given further to amend their bill; and on motion of the respondents, by their counsel, leave is given to amend their answers and pleas. And, thereupon, the complainants, by their counsel, filed their amended bill in the words and figures following, to wit:

2d amended bill.

Circuit court of the United States, district of Ohio:

THEODORE LEWIS and als.
vs.
JOHN BAIRD and als.
} In chancery.

By leave of the court, first had and obtained, the complainants amend their bill as follows, to wit:

1st. Page 5th, on the top line, after the word "eight," insert "a duly certified copy of;" also, same page, 7th line from top, after the word "behalf," add the following, "and your orators further aver, that the said original deed of trust is lost; that your orators have made diligent search and inquiry therefor, in all places where, as your orators supposed, there was any probability of the same being found, and that your orators are unable to find said original deed of trust; but aver, that since the commencement of this suit, they have been informed, and verily believe, that the said original deed of trust was consumed by fire, in the office of the clerk of the county court of the county of Fayette, and State of Kentucky, on or about the 12th day of February, A. D. 1803."

2nd. Page 10th, line 17th, from bottom, strike out the words and figures "Nov., A. D. 1808," and insert the words and figures "June, A. D. 1809;" also same page, 7th line from bottom, strike the words and figures "December, A. D. 1808," and insert the words and figures "June, A. D. 1809."

3d. Page 13th, line 2nd, from top, strike out figures "1829," and

insert figures "1830;" also, same page, 3d line from top, strike out figures "1832," and insert figures "1833."

4th. Page 7th, line 4th and 5th, from bottom, strike out the words, "deposited the same, or a copy thereof, in the office of the Secretary of State.

5th. On page 11th, line 16th, from the bottom, after the word "Cotton," insert, "fraudulently deposited in the general land office at Washington, a certain paper, purporting to be a certificate of, and signed by, Ro. Lawson, bearing date the 27th of November, 1802, and purporting to be witnessed by J. Bootwright and C. McAllister, a *fac simile* of which said pretended certificate, so deposited by the said George T. Cotton, will be produced on the hearing; and your orators aver, that no such certificate was ever signed by the said Ro. Lawson; and aver, that the said certificate, so deposited by the said George T. Cotton, is a forgery. And"

6th. On the 7th page, 13th line, from the top, strike out all after figure "2," to the letter "G," in line 23d, inclusive.

7th. On 7th page, line 23d, after the word "O'Bannon," strike out all to the word "certificate," in the 24th line inclusive, and insert "during all his negotiations with the said Robert Lawson, in relation to the transfer to himself of said warrant, or any part thereof;" also, same page, 28th line, after the word "no," strike out the words "such prior;" and same line, 29th line, after the word "contract," strike out the words, "as that named in said certificate," and insert, "in relation to the sale, or transfer of said warrant, or any part thereof, to said O'Bannon;" same page, line 29th, after the word "no," strike out the word "such;" same page, 5th line from the bottom, strike out the following words, "having obtained said certificate in manner aforesaid;" same page, 4th line from the bottom, strike out the word "thereafter," and insert the words, "after the filing of said caveat."

Theodore Lewis, one of the complainants in said bill named, being of lawful age, and duly sworn, deposeth and saith, that he has as herein set forth, made diligent search and enquiry, for the within mentioned original deed of trust, as set forth herein, and that he has not been able to find said original deed of trust, and verily believes the same to be lost.

THEO. LEWIS.

Sworn and subscribed before me this 22d day of Dec., A. D. 1841.

THOMAS WOOD, *J. P.*

And afterwards, at this same term of December, to wit, on the fourth day of January, in the year of our Lord one thousand eight hundred and forty-two, the respondents, by their counsel, filed their amended answer and pleas in the words and figures following, to wit:

Amended answer and pleas.

Circuit court U. S., district of Ohio.

THEODORE LEWIS, and others,
vs.
JOHN BAIRD, and others. } In chancery.

The defendants, by leave of the court first had and obtained, come and amend their pleas and answers as follows to wit:

1. Page 2d, 1st line, after "consideration," insert "to wit, the sum of six hundred and four dollars and fifty cents."

2. Same page, 3d line, after "the," insert "said."

3. In page 3d, line 18, after "consideration," insert "to wit, the sum of two hundred and seventy-five dollars."

4. Same page, line 19, after "the" insert "said."

5. In page 4, line 8, from bottom, strike out "was," and insert "claimed to be."

6. Same page and line, after "simple," insert "by deed of general warranty from William Lytle and wife, a copy of which is herewith filed as part of this plea, marked No. 1."

7. Same page, 5 lines from bottom, after "consideration" insert "to wit, the sum of seven hundred and twenty-three dollars."

8. Page 6, line 2, strike out "was," and insert "claimed to be."

9. Same page, 3d line, after "survey," insert "by deed of general warranty from Samuel McConaughy, herewith filed as part of this plea, marked No. 2."

10. Same page, line 6, after "consideration," insert "to wit, the sum of seven hundred and fifty dollars."

11. Same page, line 7, after "the" insert "said."

12. Page 7, line 19, after "consideration" insert "to wit, the sum of nine hundred and twenty-five dollars."

13. Same page, line 20, after "the" insert "said."

14. Same page, line 4 from bottom, after "consideration" insert "to wit, the sum of one hundred and thirteen dollars."

15. Same page, line 3 from bottom, after "the" insert "said."

16. Page 8, line 9 from bottom, after "purchaser," insert "for the sum of five hundred dollars." Same page, line 6 from bottom, after "the" insert "said."

17. Page 10, line 5, after "consideration" insert, "to wit, the sum of eight hundred dollars."

18. Page 11, line 15 from bottom, after "consideration" insert, "to wit, the sum of eight hundred dollars" Same page, line 14 from bottom, after "the" insert "said."

19. Page 12, line 1 from bottom, after "King," insert "for the sum of twelve dollars, and" same page and line, after "the" insert "said."

20. Page 14, line 13, after "consideration" insert, "to wit, the sum of ninety-nine dollars." Same page, line 14, after "the" insert "said." Same page, line 13 from bottom, after "consideration" insert, "to wit, the sum of one hundred and one dollars." Same page, line 2 from

bottom, after "consideration" insert, "to wit, the sum of six dollars. Same page, line 1 from bottom, after "the" insert "said."

21. Page 14, line 3 from bottom, after "purchaser" insert "for the sum of one thousand eight hundred and one dollars."

22. Page 28, line 13, after the words "valuable improvements upon the same," insert "in the year 1813." Same page, line 15, after "follows" insert, "and possession of said survey has been continued and uninterrupted in said McConaughy and those claiming under him, from 1813 until the commencement of this suit."

23. Page 30, line 10 from bottom, after the words "set forth" insert "all of which deeds above mentioned, or copies thereof, and a copy of the deed of William Lytle from G. T. Cotton, are herewith filed, and prayed to be taken as parts of this answer.

HAMER, *For defendants.*

The following are the exhibits referred in the foregoing pleas and answer:

Patent.

James Madison, President of the United States of America. To all to whom these presents shall come, greeting:

Know ye, that in consideration of military services performed by Robert Lawson, a Brigadier General for three years to the United States in the Virginia line on continental establishment, and in pursuance of an act of the Congress of the United States, passed on the 10th day of August, in the year 1790, *intituled* "An act to enable the officers and soldiers of the Virginia line on continental establishment, to obtain titles to certain lands, lying northwest of the river Ohio, between the Little Miami and Scioto," and other acts of the said Congress amendatory to said act, there is granted by the United States unto George T. Cotton, executor of the last will and testament of John O'Bannon, deceased, who was assignee of the said Robert Lawson, in trust for the use and purposes mentioned in the will of the said John O'Bannon, a certain tract of land, containing nine hundred and sixty-five acres, situate between the Little Miami and Scioto rivers, northwest of the river Ohio, as by survey, bearing date the twenty-ninth day of August, in the year one thousand seven hundred and ninety-six, and bounded and described as follows, to wit, survey of nine hundred and sixty-five acres of land, on part of a military warrant, No. 1921, in favor of said Robert Lawson, (the whole thereof being for ten thousand acres,) on the waters of Straight creek. Beginning at two lynns and an ash, corner to John Tibbs' survey, No. 1982 and 1635, and in the line of Robert Lawson's survey, No. 2523, running with Tibbs' line, S. 27 E., 355 poles, crossing a branch at 50 poles, to a honey locust, hickory, ash, and buckeye, corner to Tibbs; thence, with another of said Tibbs' lines, N. 63 E., 320 poles, crossing a branch at 67, and one at 124 poles, to a sugar tree, ironwood, beech and dogwood, corner to Tibbs, and in the line of Matthew Rhea's survey, No. 1984; thence, with Rhea's line, N. 27°

W., 500 poles, passing a large clay lick at 370 poles, a large hickory, ash, and stooping beech, corner to Rhea, and in the line of said Rhea's survey, No. 1983; thence, with said line, S. 63 W., 244 poles, to two ashes and a beech, corner to Rhea, and in the line of said Lawson's survey, No. 2523; thence, with said Lawson's line, south 162 poles, to the beginning; with the appurtenances. To have and to hold the said tract of land, with the appurtenances, unto the said George T. Cotton, and his heirs and assigns forever, in trust as aforesaid.

In witness whereof, the said James Madison, President of the United States, have caused the seal of the General Land Office to be hereunto affixed, and signed the same with his hand, at the [L. S.] city of Washington, the twenty-first day of December, 181 , and of the independence of the United States of America the forty-first.

JAMES MADISON.

By the President:
JOSIAH MEIGS,
Commissioner of the General Land Office.

On the back of said patent are the following endorsements, to wit:

Recorded in the General Land Office, in vol. 8, page 57, of patents of lands granted to the Virginia line on continental establishment.

NS. B. VAN ZANDT.

"I certify that Robert Lawson was originally entitled to the bounty land granted by the within patent to George T. Cotton, who claims under the said Lawson.

Given at the General Land Office of the United States, this of December, 1816.

JOSIAH MEIGS.

"Memo. Straight creek, No. of entry 1,707; for this land—Wm. King pays taxes for 149¼ acres; Victor King, 109; Samuel McConaughy, 294; James McConaughy, 100; Wm. Moore, 50; Larryman, 73½; 959⅔, in Brown county.

The above land appears to be credited in Wm. Lytle's account as sold by O'Bannon. Entered for record February 13, 1841, and recorded on the same day in book of deeds S, No. 18, pages 113 and 114.

DAVID CRAWFORD,
Recorder, Brown county, Ohio.

Cotton to Lytle.

This indenture, made the sixteenth day of July, in the year of our Lord one thousand eight hundred and thirteen, between George T. Cotton, executor of the estate of John O'Bannon, deceased, of the county of Woodford, Kentucky, of the one part, and William Lytle, of the town of Cincinnati, county of Hamilton, and State of Ohio, of the other part, witnesseth: that the said George T. Cotton, executor as aforesaid, for and in consideration of the sum of nineteen hundred and thirty dollars, lawful money of the United States, to him in hand well

and truly paid by the said William Lytle, the receipt whereof is hereby acknowledged, and thereof and therefrom doth acquit, release, exonerate, and forever discharge the said William Lytle, his heirs, executors, and administrators, hath granted, bargained, sold, aliened, enfeoffed, released, and conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said William Lytle, his heirs and assigns, forever, all that tract or parcel of land situate on the waters of Straight creek, in the county of Clermont, and bounded and described as follows, to wit: beginning at two lynns and an ash, corner to John Tibbs' survey, No. 1,982 and 1,635, in the line of Robert Lawson's survey, No. 2,523, running with Tibbs' line, S. 27 E., 355 poles, to a honey locust, hickory, ash, and buckeye, corner to Tibbs'; thence, with another of said Tibbs' lines, N. 63 E., 320 poles, to a sugar tree, ironwood, beech, and dogwood, corner to Tibbs', and in a line of Matthew Rhea's survey, No. 1,984; thence, with Rhea's line, N. 27 W., 500 poles, passing a large clay lick at 370 poles, to a large ash, hickory, and sloping beech, corner to Rhea, and in the line of said Rhea's survey, No. 1,983; thence, with said line, S. 63 W., 244, to two ashes and a beech, corner to Rhea, and in the line of said Lawson; thence, south 162 poles, to the beginning, so as to contain nine hundred and *six*-five acres, be the same more or less, as by patent from the Government of the United States to the said John O'Bannon, bearing date the day of . And all the estate right, title, interest, claim, and demand of the said George T. Cotton, executor of the estate of the said deceased, of, in, and to the said premises hereby granted, and every part thereof; together with all and singular the rights, privileges, and appurtenances to the same belonging, or in anywise appertaining, and the rents, issues, and profits thereof; to have and to hold the said premises hereby bargained and sold, or meant or intended so to be, with the appurtenances, to the said William Lytle, to the only proper use, benefit, and behoof of the said William Lytle, his heirs and assigns, forever. And the said George Cotton, for himself, his heirs, executors, and administrators, doth covenant and agree, to and with the said William Lytle, his heirs, executors, administrators, and assigns, that the true and lawful owner of the premises hereby granted, and hath good right, full power, and lawful authority to sell and convey the same, in manner and form aforesaid. And further, that he, the said George T. Cotton aforesaid, his heirs, executors, and administrators, will warrant and forever defend the aforesaid premises, with their appurtenances, and every part and parcel thereof, unto the said William Lytle, *unto* the only proper use, benefit, and behoof of the said William Lytle, his heirs and assigns, against all persons lawfully claiming, or to claim, by, from, or under him, them, or any of them, or by, from, or under any person or persons whomsoever.

In testimony whereof, the said George T. Cotton, executor aforesaid, hath hereunto set his hand and seal, the day and year first above written.

GEORGE T. COTTON, [SEAL.]
Executor of the estate of John O'Bannon, dec'd.

Sealed and delivered in presence of—
GRIFFIN YEATMAN,
SOLOMON MOORE.

N. B. This deed is given in compliance of a title bond given by Jno. O'Bannon to W. Lytle, for the above described tract of land, on the 4th January, 1812.

State of Ohio, Hamilton county, ss:

Before me, the undersigned, one of the justices of the peace within and for said county, came personally G. T. Cotton, executor to the estate of Jno. O'Bannon, the within grantor, and, agreeably to the act in such case made and provided, acknowledged the above indenture to be his voluntary act and deed, for the uses and purposes therein contained.

In testimony whereof, I have hereunto set my hand and seal, this sixteenth day of July, in the year of our Lord one thousand eight hundred and thirteen.

GRIFFIN YEATMAN, *J. P.* [SEAL.]

The State of Ohio, Clermont county, ss:

I, Benjamin Morris, recorder within and for the county of Clermont aforesaid, do hereby certify, that the foregoing deed of conveyance, memorandum thereto, and certificate of acknowledgment thereof, are a correct copy taken from the records of said Clermont county, as the same stands recorded in book K, No. 4, of deeds, &c., pages 337, 338, 338, and 339.

Given under my hand and seal of office, at Batavia, in the county [L. S.] aforesaid, this fifteenth day of February, A. D. 1841.

BENJAMIN MORRIS,
Recorder of Clermont county, Ohio.

Lytle to McConaughy.

This indenture, made the twenty-first day of July, in the year of our Lord one thousand eight hundred and thirteen, between William Lytle, and Elizabeth N. Lytle, his wife, of the town of Cincinnati, county of Hamilton, and State of Ohio, of the one part, and Samuel McConaughy, of the county of Clermont, and State of Ohio aforesaid, of the other part, witnesseth: that the said William Lytle, for and in consideration of the sum of twenty-eight hundred and ninety-five dollars, lawful money of the United States, to him in hand well and truly paid by the said Samuel, the receipt whereof is hereby acknowledged, and thereof and therefrom doth acquit, release, exonerate, and forever discharge the said Samuel, his heirs, executors, and administrators; hath granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said Samuel McConaughy, his heirs and assigns, forever, all that tract or parcel of land situate on the waters of Straight creek, a branch of the Ohio river, in the county of Clermont aforesaid, bounded and described as follows: beginning at two lynns

and an ash, corner to John Tibbs' survey, No. 1,982 and 1,635, in the line of Robert Lawson's survey, No. 2,523, running with Tibbs' line, S. 27 E., 355 poles, to a honey locust, hickory, ash, and buckeye, corner to Tibbs'; thence, with another of said Tibbs' lines, N. 63 E., 320 poles, to a *sueer* tree, ironwood, beech, and dogwood, corner to Tibbs, and in the line of Matthew Rhea's survey, No. 1,984; thence, with Rhea's line, N. 27 W., 500 poles, passing a large clay lick at 370 poles, to a large ash, hickory, and sloping beech, corner to Rhea, and in the line of said Rhea's survey, No. 1,983; thence, with said line, S. 63 W., 244 poles, to two ashes and a beech, corner to Rhea, and in the line of said Lawson; thence south 162 poles, to the beginning, so as to contain nine hundred and sixty-five acres, be the same more or less, as by a patent from the Government of the United States to John O'Bannon, bearing date the day of , and deed from George T. Cotton, executor of the estate of the said John O'Bannon, bearing date the 16th day of July, 1813. And all the estate, right, title, interest, claim, and demand of the said William Lytle of, in, and to the said premises hereby granted, and every part thereof, together with all and singular the rights, privileges, and appurtenances to the same belonging, or in anywise appertaining, and the rents, issues, and profits thereof; to have and to hold the said premises hereby bargained and sold, or meant or intended so to be, with the appurtenances, to the said Samuel McConaughy, to the only proper use, benefit, and behoof of the said Samuel McConaughy, his heirs and assigns, forever. And the said William Lytle, for himself, his heirs, executors, and administrators, doth covenant, grant, and agree, to and with the said Samuel McConaughy, his heirs, executors, administrators, and assigns, that he is the true and lawful owner of the premises hereby granted, and hath good right, full power, and lawful to sell and convey the same, in manner and form aforesaid. And further, that he, the said William Lytle, his heirs, executors, and administrators, will warrant and forever defend the aforesaid premises, and every part and parcel thereof, unto the said Samuel McConaughy, to the only proper use, benefit, and behoof of the said Samuel McConaughy, his heirs and assigns, against all persons lawfully claiming, or to claim, by, from, or under him, them, or any of them, or by, from, or under any person or persons whomsoever.

In witness whereof, the said William Lytle, together with Eliza N., his wife, who hereby relinquishes her right of dower in the premises, hath hereunto set their hands and seals, the day and year first above written.

WILLIAM LYTLE, [SEAL.]
ELIZA N. LYTLE. [SEAL.]

Sealed and delivered in presence of—
JACOB SHULTZ,
WM. WHITE.

State of Ohio, Clermont county, ss:

Before me, the undersigned, one of the justices of the peace *for the* within and for said county, came, personally, Wm. Lytle and Eliza N. Lytle, the within grantors, and, agreeably to the act in such case made and provided, acknowledged the above indenture to be their voluntary act and deed for the uses and purposes therein contained.

In testimony whereof, I have hereunto set my hand and affixed my seal, this 29th day of July, in the year of our Lord one thousand eight hundred and thirteen.

WM. WHITE, *J. P.* [SEAL.]

Endorsement: Entered for record, July the 27th, 1813. Recorded August the 3d, 1813, in book K, No. 4 of deeds, 352, 353, and 354.

DAVID C. BRYAN,
Recorder, Clermont county, Ohio.

Samuel McConaughy to Jas. McConaughy.

This indenture, made the first day of July, in the year of our Lord one thousand eight hundred and fourteen, between Samuel McConaughy and Mary, his wife, of the county of Clermont, and State of Ohio, of the one part, and James McConaughy, of the county and State aforesaid, of the other part, witnesseth: that the said Samuel McConaughy, for and in consideration of the sum of three hundred dollars, lawful money of the United States, to him in hand well and truly paid by the said James McConaughy, the receipt whereof is hereby acknowledged, and thereof and therefrom doth acquit, release, exonerate, and forever discharge the said James McConaughy, his heirs, executors, and administrators, hath granted, *hath granted*, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said James McConaughy, his heirs and assigns, forever, all that tract of land situate on the waters of Straight creek, a branch of the Ohio river, in the county of Clearmont aforesaid, and bounded and described as follows, to wit: beginning at two beeches, corner to Joseph Hillman's survey, running with John Blair's line, N. 27 W., 100.2 poles, to a locust stake, corner to Samuel McConaughy; running with Samuel McConaughy's line, N. 63 E., 162 poles, to a black ash, beech, and white thorn, corner to Richard Wallies; running with Richard Wallies' line, S 27 E., 100.2 poles, to a sugar tree, ironwood, beech, and dogwood, corner to Samuel Grissem; running with Samuel Grissem's line, S. 63 W., 162 poles, to the beginning, so as to contain one hundred and one acres, be the same more or less. And all the estate, right, title, interest, claim, and demand of the said Samuel McConaughy, of, in, and to the said premises hereby granted, and every part thereof; together with all and singular the rights, privileges, and appurtenances to the same belonging, or in any wise appertaining, and the rents, issues, and profits thereof. To have and to hold the said premises, hereby bargained and sold, or meant or intended so to be, with the appurte-

nances, to the said James McConaughy, to the only proper use, benefit, and behoof of the said James McConaughy, his heirs and assigns, forever. And the said Samuel McConaughy, for himself, his heirs, executors, and administrators, doth covenant, grant, and agree, to and with the said James McConaughy, his heirs, executors, administrators and assigns, that he is the true and lawful owner of the premises hereby granted, and hath good right, full power, and lawful authority, to sell and convey the same, in manner and form aforesaid; and further, that he, the said Samuel McConaughy, his heirs, executors and administrators, will warrant and forever defend the aforesaid premises, with their appurtenances, and every part and parcel thereof, unto the said James McConaughy, unto the only proper use, benefit, and behoof of the said James McConaughy, his heirs and assigns, *his* against all persons lawfully claiming, or to claim, by, from, or under him, them, or any of them, or by, from, or under any person or persons whomsoever.

In witness whereof, the said Samuel McConaughy, together with Mary, his wife, who hereby relinquishes her right of dower in the premises, hath hereunto set their hands and seals, the day and year first above written.

SAMUEL McCONAUGHY, [SEAL.]
MARY McCONAUGHY. [SEAL.]

Sealed and delivered in presence of—
JOHN BLAIR.
SAMUEL McCONAUGHY.

State of Ohio, Clermont county, ss:

Before me, the undersigned, one of the justices of the peace [L. S.] within and for said county, came, personally, Samuel McConaughy, the within grantor, and Mary McConaughy, his wife, who, being examined separately and apart, agreeably to the act in such case made and provided, acknowledged the above indenture to be their voluntary act and deed, for the uses and purposes therein contained.

In testimony whereof, I have hereunto set my hand and affixed my seal, this nineteenth day of July, in the year of our Lord one thousand eight hundred and fourteen.

VICTOR LARIMER, *J. P.*

The State of Ohio, Clermont county, ss:

I, Benjamin Morris, recorder, within and for the county of Clermont aforesaid, do hereby certify, that the foregoing deed of conveyance, and certificate of the acknowledgment thereof, are a correct copy, taken from the records of said Clermont county, as the same stand recorded in book L, No. 5, of deeds, &c., pages 386 and 387.

Given under my hand and seal of office, at Batavia, in the county aforesaid, this fifteenth day of February, in the year of our Lord 1841. [SEAL.]

BENJAMIN MORRIS,
Recorder of Clermont county, Ohio.

Sam'l King to Nath'l Woods.

This indenture, made twenty-eighth day of November, in the year of our Lord one thousand eight hundred and twenty-five, between Samuel King, and Eleanor, his wife, of the county of Brown, and State of Ohio, of the one part, and Nathaniel Woods, of the county and State aforesaid, of the other part, witnesseth: that the said Samuel King and Eleanor, his wife, for and in consideration of the sum of twelve hundred dollars, lawful money of the United States, to them in hand well and truly paid by the said Nathaniel Woods, the receipt whereof is hereby acknowledged, and thereof and therefrom do acquit, release, exonerate, and forever discharge the said Nathaniel Woods, his heirs, executors and administrators, have granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said Nathaniel Woods, his heirs and assigns, forever, all that tract or parcel of land lying or being in the county of Brown, and situate on the waters of Straight creek, a branch of the Ohio river, beginning at a stake, a corner to Samuel McIlhenny, near Joseph Hillman's fence; thence, N. 27° W., 156 poles, to a stake; thence, S. 89° W., 115½ poles, to a stake; thence, S. 27° E., 206½ poles, to a honey locust and a hickory; thence, N. 63° E., 103½ poles, to the place of beginning, so as to contain one hundred and fourteen acres and three-fourths of an acre, be the same more or less, being part of a survey conveyed by William Lytle to Samuel McConaughy, and by said McConaughy to Richard Blair, and by said Blair to Samuel King. And all the estate, right, title, interest, claim, and demand of the said Samuel King, and Eleanor, his wife, of, in, and to the said premises hereby granted, and every part thereof; together with all and singular the rights, privileges, and appurtenances to the same belonging, or in any wise appertaining, and the rents, issues, and profits thereof. To have and to hold the said premises, hereby bargained and sold, or meant or intended so to be, with the appurtenances, to the said Nathaniel Woods, to the only proper use, benefit, and behoof of the said Nathaniel Woods, his heirs and assigns, forever. And the said Samuel King, and Eleanor, his wife, for themselves, their heirs, executors, and administrators, do covenant, grant, and agree to and with the said Nathaniel Woods, his heirs, executors, administrators and assigns, that they are the true and lawful owners of the premises hereby granted, and have good right, full power, and lawful authority, to sell and convey the same, in manner and form aforesaid.

And further, that they, the said Samuel King, and Eleanor, his wife, and their heirs, executors, and administrators, will warrant and forever defend the aforesaid premises, with their appurtenances, and every part and parcel thereof, unto the said Nathaniel Woods, to the only proper use, benefit, and behoof of the said Nathaniel Woods, his heirs and assigns, against all persons lawfully claiming, or to claim, by, from, or under them, or any of them, or by, from, or under any person or persons whomsoever.

In witness whereof, the said Samuel King (together with Eleanor, his wife, who hereby relinquishes her right of dower in the premises) have hereunto set their hands and seals, the day and year first above written.

SAMUEL KING, [SEAL.]
ELEANOR KING. [SEAL.]

Signed, sealed, and delivered in presence of us—
EDWARD HALL,
EDWARD T. WILKINS.

THE STATE OF OHIO, *Brown county, ss:*

Before me, the undersigned, one of the acting justices of the peace within and for said county, came personally Samuel King, and Eleanor, his wife, the above grantors, and acknowledged the above indenture to be their voluntary act and deed for the purposes therein mentioned; said Eleanor (who hereby relinquishes her right of dower in the premises) being by me examined, separate and apart from her said husband, agreeably to the statute in such case made and provided, acknowledged that she signed and sealed the same of her own free will, and without fear or coercion of her husband.

Given under my hand and seal this twenty-eighth day of November, one thousand eight hundred and twenty-five.

EDWARD HALL, *J. P.* [SEAL.]

(Endorsement)—"Entered for record Feb'y 5th, 1827, and recorded the 6th, in book E, of deeds, page 480, &c., &c.

AMOS ELLIS, *R. B. C.*

Rd. Blair to Saml. King.

This indenture, made this eighteenth day of April, in the year of our Lord 1825, between Richard Blair, and Mary, his wife, of the county of Brown, and State of Ohio, of the one part, and Samuel King, of the county and State aforesaid, of the other part, witnesseth: That the said Richard Blair, for and in consideration of the sum of five hundred and seventy-five dollars and eighty cents, to him in hand paid, (the receipt whereof I do hereby acknowledge,) hath granted, bargained, and sold, and by these presents do grant, bargain, and sell, unto the said Samuel King, his heirs and assigns, all that tract or parcel of land lying and being in the county of Brown, and State aforesaid, and bounded as follows, to wit: Beginning at a stake, corner to Samuel McIlhenny, near Joseph Hillman's fence; thence, N. 27 W., 156 poles, to a stake; thence, S. 89 W., 115¼ poles, to a stake; thence, S. 27 E., 206½ poles, to a honey locust and hickory; thence, N. 63 E., 103½ poles, to the beginning, so as to contain one hundred and fourteen and three-fourths of an acre, be the same more or less; being part of a survey deeded from William Lyle to Samuel McConaughy, and from said McConaughy to Richard Blair; together with all and singular the rights, members, liberties, privileges, improvements, hereditaments, and appurtenances whatsoever,

thereunto belonging, or in any wise appertaining: To have and to hold the said tract or parcel of land, and all the other premises hereby conveyed, with the rents, issues, and profits thereof, and all other the messuages and appurtenances to the same belonging, unto the said Richard Blair, his heirs and assigns, forever, and to their only use and behoof; and the said Richard Blair, for his heirs, executors, and administrators, do hereby covenant that he hath good title to sell, and will warrant and defend all and singular the premises hereby granted and conveyed unto the said Samuel King, his heirs and assigns, forever, free from the claims of Richard Blair, his heirs, and of every other person, and free from all other titles, charges, and incumbrances whatever.

In witness whereof, the said Richard Blair, and Mary, his wife, hath hereunto set their hands and seals the day and year first above written.

RICHARD BLAIR, [SEAL.]
MARY BLAIR. [SEAL.]

Signed, sealed, and delivered in presence of us—
JOSEPH STABLETON,
SAMUEL MCCONAUGHY.

THE STATE OF OHIO, *Brown county, ss:*

Personally came before me, the subscriber, a justice of the peace for said county, the within named Richard Blair, who acknowledged that he did voluntarily sign, seal, and deliver the within deed of conveyance for the purposes therein expressed. Also, personally came before me the said Mary Blair, wife of the said Richard Blair, and being examined separate and apart from her said husband, acknowledged the within deed of conveyance to be her voluntary act and deed, and that she executed the same without the threats, coercion, or persuasion of her husband, and freely relinquished her right of dower to the premises within mentioned, and desires that the same may be admitted to record.

Given under my hand and seal this 18 day of April, 1825.

JOSEPH STABLETON, *J. P.* [SEAL.]

(Endorsement)—"Entered for record February 15th, 1841, and recorded, on the same day, in book of deeds S, No. 18, pages 114 and 115.

DAVID CRAWFORD,
Recorder, Brown county, Ohio.

Saml. McConaughy to Rd. Blair.

This indenture, made this first day of September, in the year of our Lord 1814, between Samuel McConaughy, and Mary, his wife, of the county of Clermont, and commonwealth of Ohio, of the one part, and Richard Blair, of the county of Clearmont, and commonwealth aforesaid, of the other part, witnesseth: That the said Samuel McConaughy, for and in consideration of the sum of seven hundred twenty-three dollars, to him in hand paid, at and before the sealing and delivery of these presents, (the receipt whereof I do hereby acknowledge,) hath granted, bargained, and sold, and by these presents do grant, bargain, and sell, to the said Richard Blair, his heirs and assigns, all that

tract or parcel of land lying and being in the county of Clermont, and State aforesaid, and bounded as followeth, to wit: Beginning at a honey locust and hickory; thence, N. 63 E., 174¾ poles, to three beech trees; thence, N. 27 W., 238 poles, to two beech trees and dogwood; thence, S. 63 W., 174¾ poles, to two sugar and buckeye; thence, S. 27 E., 238 poles, to the beginning, so as to contain two hundred and forty-one acres and one-fourth, be the same more or less; being one-fourth of a survey of land deeded from Wm Lytle to Samuel McConaughy, bearing date 21st July, 1813; together with all and singular the rights, members, liberties, privileges, improvements, hereditaments, and appurtenances whatsoever, thereunto belonging, or in any wise appertaining: To have and to hold the said tract or parcel of land, and all the other premises hereby conveyed, with the rents, issues, and profits thereof, and all other the messuages and appurtenances to the same belonging, unto the said Samuel McConaughy, his heirs and assigns, forever, and to their only use and behoof; and the said Samuel McConaughy, for his heirs, executors, and administrators, do hereby covenant that he hath good title to sell, and will warrant and defend all and singular the premises hereby granted and conveyed unto the said Richard Blair, his heirs and assigns, forever, free from the claims of the said Samuel McConaughy, his heirs, and of every other person, and free from all other titles, charges, and encumbrances whatever, (the land tax imposed by law only excepted.)

In witness whereof, the said Samuel McConaughy, with Mary, his wife, hath hereunto set their hands and seals the day and year first above written.

SAM'L McCONAUGHY, [SEAL.]
MARY McCONAUGHY. [SEAL.]

Signed, sealed, and delivered in presence of us—
ALEXANDER H. McILHENNY,
JOHN BLAIR.

STATE OF OHIO, *Clearmont county, ss:*

[L. S.] Before me, the undersigned, one of the acting justices of the peace within and for said county, came *personable* Samuel McConaughy, the within grantor, and Mary McConaughy, his wife, who, being examined separately and apart, agreeably to an act in such case made and provided, acknowledged the above indenture to be their voluntary act and deed for the use and purposes therein contained.

In testimony whereof, I have hereunto set my hand, and affixed my seal, this twenty-eighth day of December, in the year of Lord one thousand eight hundred and fourteen.

WALTER WALL, Jr. [SEAL.]

(Endorsement:) "Entered for record, and recorded, February the 9th, 1815, in book M, No. 6 of deeds, pages 143 and 144.

DAVID C. BRYAN,
Recorder, Clermont county, Ohio.

V. King to A. King.

This indenture, made this twenty-fourth day of November, in the year of our Lord one thousand eight hundred and twenty-eight, between Victor King, and Mary, his wife, of the county of Brown, and State of Ohio, of the one part, and Absalom King, of the county and State aforesaid, of the other part, witnesseth: that the said Victor King, and Mary, his wife, for and in consideration of the sum of three hundred dollars, of good and lawful money, to them in hand paid, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, remised, released, and confirmed, and by these presents doth grant, bargain, sell, remise, release, and confirm, unto the said Absalom King, in his actual possession now being, and to his heirs and assigns, forever, a certain tract of land, lying and being in the county of Brown, on the waters of Straight creek, and bounded and described as follows, to wit: beginning at a buckeye and sugar tree, south corner in William King's line; thence, north twenty-seven degrees west, one hundred and twenty-six and a half poles, to a hickory, beech, and white ash: thence, north sixty-three degrees east, sixty-three poles, to a stake and two beech pointers; thence, south twenty-seven degrees east, one hundred and twenty poles, to a stake; thence, south forty-three degrees east, sixty poles, to a stake; thence, south sixty-three degrees west, eighty poles, to the place of beginning, containing seventy-three acres one hundred and ten poles, be the same more or less; together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim, and demand, whatsoever of them, the said Victor King, and Mary, his wife, either in law or equity, of, in, and to the above bargained premises, with the said hereditaments and appurtenances; to have and to hold the said tract of land and premises above described to the said Absalom King, his heirs and assigns, forever.

In witness whereof, the said Victor King, and Mary, his wife, have hereunto set their hands and seals, the day and year above written.

VICTOR KING, [SEAL.]
MARY A. KING. [SEAL.]

Signed, sealed, and acknowledged in presence of—
JAMES LONDON,
JOHN H. SHEPHARD.

The State of Ohio, Brown county, Ohio, ss:

On this twenty-fourth day of November, A. D. 1828, Victor King, and Mary, his wife, the grantors named in the within deed of conveyance, personally appeared before me, one of the justices of the peace in and for said county, and severally acknowledged the signing and sealing of the same as their act and deed, for the purposes therein mentioned. And the said Mary being examined by me separate and apart from her said husband, declared that she voluntarily, and of her

own free will and accord, without fear or coercion of her husband, did, and now doth, acknowledge the signing and sealing thereof.

Given under my hand and seal, the day and year first above written.

JOHN H. SHEPHERD, [SEAL.]
Justice of the Peace.

(Endorsement:) Entered for record, December 1st, 1828, and recorded the 8th, in book G of deeds, pages 98 and 99.

AMOS ELLIS, *R. B. C.*

James Loudon, sheriff, &c., to V. King.

This indenture, made this twenty-second day of April, in the year of our Lord one thousand eight hundred and twenty-eight, by and between James Loudon, sheriff of the county of Brown, in the State of Ohio, of the one part, and Victor King, of the county and State aforesaid, of the other part, witnesseth: That, whereas Absalom King, and Margaret, his wife, late Margaret McIlheney, by their attorney, did, on the second day of February, in the year of our Lord one thousand eight hundred and twenty-seven, file in the clerk's office of the court of common pleas, for Brown county, their certain petition against James Wilson, and Martha, his wife, late Martha McIlhenny, William Harra, and Nancey, his wife, late Nancy McIlhenny, David Torrence, and Jane, his wife, late Jane McIlhenny, Robert McIlhenny, Victor King McIlhenny, Samuel McIlhenny, William McIlhenny, Hugh McIlhenny, and John McIlhenny, legal representatives of James McIlhenny, deceased, praying for a partition of certain real estate therein described, which descended to them upon the death of the said James McIlhenny.

And whereas, afterwards, to wit, on the thirty-first day of May, in the year of our Lord one thousand eight hundred and twenty-seven, a writ of partition issued out of the clerk's office of said court, to the sheriff of said county directed by said court of common pleas, by which said writ it was *commanding* the said sheriff that, by the oaths of James W. Campbell, Abel Reese, and William Moore, (appointed by the court for that purpose,) he should cause to be set off, and divided, unto the said Absalom King, and Margaret, his wife, one-tenth part of the real estate in said petition mentioned, if, in the opinion of the said James W. Campbell, Abel Reese, and William Moore, the same could be partitioned or divided without prejudice to, or spoiling, the whole; and in case the same could not be partitioned or divided without prejudice to, or spoiling, the whole, that then and in that case the sheriff should cause a just valuation and appraisement of the same, to be made by the said James W. Campbell, Abel Reese, and William Moore; and that he should make a report of his proceedings therein at the next term of said court, and also that he should have then and there that writ; and whereas the said sheriff, by virtue of the said writ of partition, to him directed as aforesaid, amongst other things, did return, that the said real estate could not be divided or partitioned without prejudice to or spoiling the whole; and that he had caused a just valuation and appraisement to be made.

And whereas afterwards, to wit, at the July term of said court, in the year last aforesaid, the commissioners appointed to make partition of the premises as aforesaid having made report that the same could not be partitioned or divided without prejudice to the same, and no one of the heirs having elected to take the same at the appraised value thereof, it was thereupon ordered, adjudged, and decreed, by said court, that James Loudon, esquire, sheriff, as aforesaid, should proceed to advertise and sell the real estate, in said petition mentioned, for one-third part of the purchase-money in hand, one-third part in one year, and the balance in two years; and that he make a report of his proceedings therein, &c.

And whereas the said James Loudon, sheriff, as aforesaid, in pursuance of the order of said court, and according to the laws of the State in such cases made and provided, and the provisions and regulations therein contained, having legally advertised and made known the same, did, on the fifth day of November, in the year of our Lord one thousand eight hundred and twenty-seven, at the court-house door in Georgetown, expose to sale, at public auction or vendue, the said tract of land hereinafter described, with the appurtenances thereunto belonging, and all the estate, right, title, interest, claim, and demand whatever of them, the said Absalom King, and Margaret, his wife, James Wilson, and Martha, his wife, William Harra, and Nancy, his wife, David Torrence, and Jane, his wife, Robert McIlhenny, Victor King McIlhenny, Samuel McIlhenny, William McIlhenny, Hugh McIlhenny and John McIlhenny, heirs and legal representatives of James McIlhenny, deceased, in, to, and over the same; and whereas the said Victor King did, then and there, bid for the same the sum of three hundred dollars—which sum being more than two-thirds of the appraised value thereof—and no person bidding more, the said land and premises were openly struck off and sold to the said Victor King for the sum of three hundred dollars.

And whereas afterwards, to wit, at the November term of said court, in the year of our Lord one thousand eight hundred and twenty-seven, the sheriff having made report that he had sold the said land and premises ordered to be sold by a former order of said court, it was therefore ordered by said court, that said sale be confirmed; and that the said sheriff execute to the purchaser thereof a deed of conveyance, as by reference to the records and proceedings of said court in said cause more fully and at large appears.

Therefore, to confirm the said purchase to the said Victor King, so as aforesaid made, this indenture witnesseth, that the said James Loudon, sheriff as aforesaid, for and in consideration of the premises aforesaid, and by virtue of the laws of the State aforesaid, hath given, granted, bargained, sold, released, conveyed and confirmed, and by these presents doth give, grant, bargain, sell, release, convey, and confirm, unto the said Victor King, his heirs and assigns, forever, all that tract or parcel of land situate on the waters of Straight creek, in the county aforesaid, and bounded and described as follows, to wit: Beginning at a buckeye and sugar tree, south corner in William King's line; thence,

north twenty-seven degrees west, one hundred seventy-six and a half poles, to a hickory, beech, and white ash; thence, north sixty-three degrees east, sixty-three poles, to a stake and two beech pointers; thence, south twenty-seven degrees east, one hundred and twenty poles, to a stake; thence, south forty-three degrees east, sixty poles, to a stake; thence, south sixty-three degrees west, eighty poles, to the place of beginning, containing seventy-three acres one hundred and ten poles, be the same more or less, with all the privileges and appurtenances to the same belonging, or in any wise appertaining, with all the estate, right, title, interest, property, claim, and demand, of the said Absalom King, and Margeret, his wife, James Wilson, and Martha, his wife, William Harra, and Nancy, his wife, David Torrence, and Jane, his wife, Robert McIlhenny, Victor King McIlhenny, Samuel McIlhenny, William McIllhenny, Hugh McIlhenny, and John McIlhenny, into and over the same. To have and to hold all and singular the above granted and bargained premises and appurtenances, to the said Victor King, his heirs and assigns, forever, to the only use, benefit, and behoof, of the said Victor King, his heirs and assigns, forever, in as full and ample a manner as I, the said James Loudon, by virtue of the authority aforesaid, might, could, or ought to convey the same.

In testimony whereof I have hereunto set my hand and affixed my seal, the day and year above written.

[SEAL.] JAMES LOUDON, *Sheriff.*

Signed, sealed, and delivered, in presence of—
JAMES FINLEY,
ROBERT BRECKENRIDGE.

The State of Ohio, Brown county:

Court of common pleas, April term, A. D. 1828.

I, William Shepherd, clerk of the court of common pleas, within and for the county aforesaid, do hereby certify, that James Loudon, esquire, sheriff of said county, and the grantor in the above deed of conveyance, this day personally appeared in open court, and acknowledged the signing and sealing thereof to be his official act and deed for the purposes therein mentioned.

In testimony whereof I have hereunto set my hand, and affixed the seal of said court, at Georgetown, this 22d day of April, A. D. [SEAL.] 1828.

WILLIAM SHEPHERD, *Clerk.*

Endorsement: Entered for record, October 31st, 1828, and recorded November 3d, 1828, in Book "G," of deeds, pages 23, 24, and 25.

AMOS ELLIS, *R. B. C.*

V. Larimer to Jas. McIlhenny.

"Larimer to McIlhenny."

This indenture, made this 29th day of May, in the year of our Lord one thousand eight hundred and twenty-three, between Victor Larimer,

of the county of Brown, and State of Ohio, of the first part, and James McIlhenny, of the county of Allegany, and State of Pennsylvania, of the other part, witnesseth: That the said party of the first part, for and in consideration of the sum of five hundred and twenty-four dollars, of good and lawful money of the United States, to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold, released, aliened, and confirmed, and by these presents doth grant, bargain, sell, release, alien, and confirm, unto the said party of the second part, and to his heirs and assigns, all that tract or parcel of land containing seventy-three acres and one hundred and ten poles, beginning at a buckeye and sugar tree, south corner to William King's line; thence, N. 27 W., one hundred and seventy-six and one-half poles, to a hickory, beech, and white ash; thence, N. 63 E., sixty-three poles, to a stake and two beech pointers; thence, S. 27 E., sixty poles, to a stake; thence, S. 63 W., eighty poles, to the place of beginning; together with all and singular the hereditaments thereunto or in any wise belonging, and the reversion and reversions, remainder and remainders, and the rents, issues, and profits thereof. To have and to hold the said premises hereby released and confirmed, with the appurtenances, unto the said party of the second part, and to the sole and only proper use, benefit, and behoof, of the said party of the second part, his heirs and assigns forever; provided always, and these presents are upon the express condition, that if the said Victor Larimer, his heirs, executors, and administrators, do and shall well and truly pay, or cause to be paid, unto the said party of the second part, his certain attorney and attorneys, his executors, administrators, the sum of five hundred and twenty-four dollars, on the 29th day of November, 1823, current money as aforesaid, with lawful interest, from the date hereof, that then and from thenceforth these presents, and every thing herein contained, shall cease and be void, any thing herein contained to the contrary in any wise notwithstanding; but in case default shall be made in the payment of the said principal sum of five hundred and twenty-four dollars, or the interest thereof, at the time when the same ought to be paid as aforesaid, that then, and in such case, the said party of the first part, for himself, his heirs, executors, and administrators, doth covenant, grant, promise, and agree, to and with the said party of the second part, his heirs, executors, administrators, and assigns, that it shall and may be lawful for the said party of the second part, his heirs, executors, administrators, or assigns, and the said party of the first part doth hereby authorize, empower the said party of the second part, his executors, administrators, or assigns, at any time or times thereafter, to sell and dispose of the said premises hereby granted, or any part or parts thereof, at public vendue, to any person or persons whomsoever, and on such sale to make, sign, seal, and deliver, any deed or deeds of conveyance in the law, for the said premises, or the part thereof so sold, to the purchaser or purchasers, his, her, or their heirs, or assigns, pursuant to the statute in such cases made and provided; and, out of the money arising from such sale or sales, to keep and retain in

hands the said sum of five hundred and twenty-four dollars, and the interest thereof, together with all costs, charges, or expenses, that shall or may be due, accrue, arise, or happen, by reason, or on account of such sale or sales, and the overplus money, if there be any, shall be paid, on the same being demanded, to the said party of the first part, his heirs, executors, administrators, or assigns.

In witness whereof I have hereunto set my hand and seal, the day and date first above written.

[SEAL.] VICTOR LARIMER.

Signed, sealed, and delivered, in presence of us—
G. W. KING,
VICTOR KING.

The State of Ohio, Brown county, ss:

Personally came before me, the subscriber, a justice of the peace, in and for the county aforesaid, Victor Larimer, and acknowledged the foregoing deed of mortgage to be his voluntary act and deed for the purposes therein mentioned.

Given under my hand and seal this 29th day of May, 1823.

GEORGE W. KING. [SEAL.]

(Recorded May 30th, 1823.)

I, David Crawford, recorder of Brown county, Ohio, hereby certify, that the foregoing is a correct copy of a deed from Victor Larimer to James McElhany, now of record in my office, in Book of Deeds C, No. 3, pages 321, 322, and 323.

In testimony whereof I have hereunto set my hand and seal of office, at Georgetown, this 14th day of June, in the year of our Lord [SEAL.] one thousand eight hundred and forty-one.

DAVID CRAWFORD,
Recorder, Brown county, Ohio.

Samuel McConaughy to Victor Larimer.

This indenture, made the nineteenth day of December, in the year of our Lord one thousand eight hundred and sixteen, between Samuel McConaughy, and Mary McConaughy, his wife, of the county of Clermont and State of Ohio, of the one part, and Victor Larimer, of the county and State aforesaid of the other part, witnesseth: That the said Samuel McConaughy, and Mary, his wife, for and in consideration of the sum of five hundred dollars, lawful money of the United States, to them in hand well and truly paid, by the said Victor Larimer, the receipt whereof is hereby acknowledged, and thereof and therefrom doth acquit, release, exonerate, and forever discharge, the said Victor Larimer, his heirs, executors, and administrators, hath granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said Victor Larimer, his heirs and assigns, forever, all that tract or parcel of land situate on the waters of Straight creek, a branch of the Ohio river, lying and being in the county and State afore-

said, and bounded and described as follows, to wit: Beginning at a hickory, beech, and white ash, corner to Victor King survey; thence, N. 63 E., sixty-three poles, to a stake and two beech pointers; thence, S. 27 E., 120 poles, to a stake; thence, S. 43 E., 60 poles, to a stake, corner to Samuel McConaughy's land; thence, S. 63 W., 80 poles, with McConaughy's line, to a beech and sugar tree, corner to said McConaughy, and in the line of William King; thence, N. 27 W., 176 and a half poles, with lines of William and Victor King, to the place of beginning, containing seventy-three acres and one hundred and ten poles, be the same more or less. And all the estate, right, title, interest, claim, and demand, of the said Samuel McConaughy, and Mary, his wife, of, in, and to the said premises hereby granted, and every part thereof, together with all and singular the rights, privileges, and appurtenances to the same belonging or in any wise appertaining, and the rents, issues, and profits thereof. To have and to hold the said premises hereby bargained and sold, or meant or intended so to be, with the appurtenances, to the said Victor Larimer, to the only proper use, benefit, and behoof of the said Victor Larimer, his heirs and assigns, forever; and the said Samuel McConaughy, and Mary, his wife, for their heirs, executors, and administrators, doth covenant, grant, and agree, to and with the said Victor Larimer, his heirs, executors, administrators, and assigns, that they are the true and lawful owners of the premises hereby granted, and hath good right, full power, and lawful authority, to sell and convey the same in manner and form aforesaid. And further, that they, the said Samuel McConaughy, and Mary, his wife, their heirs, executors, and administrators, will warrant, and forever defend, the aforesaid premises, with their appurtenances, and every part and parcel thereof, unto the said Victor Larimer, to the only proper use, benefit, and behoof of the said Victor Larimer, his heirs and assigns, against all persons lawfully claiming, or to claim, by, from, or under him, them, or any of them, or by, from, or under any person or persons whomsoever.

In witness whereof the said Samuel MConaughy, together with Mary, his wife, who hereby relinquishes her right of dower in the premises, hath hereunto set their hands and seals, the day and year first above written.

SAMUEL McCONAUGHY, [SEAL.]
MARY McCONAUGHY. [SEAL.]

Signed and sealed in presence of—
JAMES McCONAUGHY,
WILLIAM S. McCONAUGHY.

State of Ohio, Clermont county, ss:

Before me, the undersigned, one of the associate judges within and for said county, came personally Samuel McConaughy, the within grantor, and Mary McConaughy, his wife, who, being examined separately and apart, agreeably to the act in such cases made and provided, acknowledged the above indenture to be their voluntary act and deed for the uses and purposes therein contained.

In testimony whereof I have hereunto set my hand and affixed my seal, this 19th day of December, in the year of our Lord one [SEAL.] thousand eight hundred and sixteen.

JOS. N. CAMPBELL, *A. J.*

The State of Ohio, Clermont county, ss:

I, Benjamin Morris, recorder within and for the county of Clermont aforesaid, do hereby certify, that the foregoing deed of conveyance, and certificate of the acknowledgment thereof, are a correct copy, taken from the records of said Clermont county, as the same stand recorded in book O, No. 8, of deeds, &c., pages 722 and 723.

Given under my hand and seal of office, at Batavia, in the county aforesaid, this fifth day of March, A. D. 1841.

[SEAL.] BENJAMIN MORRIS,
Recorder of Clermont county, Ohio.

Samuel McConaughy to Matthew Rhea.

This indenture, made the twenty-second day of November, in the year of our Lord one thousand eight hundred and twenty-four, between Samuel McConaughy, of Brown county, State of Ohio, of the one part, and Matthew Rhea, of Maury county, in the State of Tennessee, of the other part, witnesseth: that the said Samuel McConaughy, for and in consideration of the sum of two hundred dollars, lawful money of the United States, to him in hand well and truly paid by the said Matthew Rhea, the receipt whereof is hereby acknowledged, and thereof and therefrom does acquit, release, exonerate, and forever discharge the said Matthew Rhea, his executors and administrators, hath granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said Matthew Rhea, his heirs and assigns forever, a certain tract or parcel of land, lying and being in the county of Brown aforesaid, and State aforesaid, on the waters of Straight creek, being a part of a survey of land, No. 1,707, for 965 acres, granted by the United States to John O'Bannon; beginning at a hickory and ash, northeast corner of said survey, No. 1,707, and on the south boundary line of Matthew Rhea's survey, No. 1,983; thence with that line, south sixty-one degrees west, ninety-four poles, to a beech at Victor Larimer's corner; thence with his line, south twenty-nine degrees east, fifty-seven poles, to a stake on said line; thence, north sixty-one degrees east, ninety-four poles, to a stake in the eastern boundary line of said survey, No. 1,707; thence with that line, north twenty-nine degrees west, fifty-seven poles, to the beginning; containing thirty-three acres, be the same more or less; and all the estate, right, title, interest, claim, and demand, of the said Samuel McConaughy, of, in, and to the said premises hereby granted, and every part thereof; together with all and singular the rights, privileges, and appurtenances to the same belonging, or in any wise appertaining, and the rents, issues, and profits thereof; to have and to hold the said premises hereby bargained and sold, or meant or intended so to be, with the appurtenances,

to the said Matthew Rhea, to the only proper use, benefit, and behoof of the said Matthew Rhea, his heirs and assigns, forever; and the said Samuel McConaughy, for himself, his heirs, executors, and administrators, does covenant, grant, and agree, to and with the said Matthew Rhea, his heirs, executors, administrators, and assigns, that he is the true and lawful owner of the premises hereby granted, and has good right, full power, and lawful authority, to sell and convey the same in manner and form aforesaid. And further, that he, the said Samuel McConaughy, his heirs, executors, and administrators, will warrant and forever defend the aforesaid premises, with their appurtenances, and every part and parcel thereof, unto the said Matthew Rhea, to the only proper use, benefit, and behoof of the said Matthew Rhea, his heirs and assigns, against all persons lawfully claiming or to claim, by, from, or under them, or any of them, or by, from, or under any person or persons whomsoever.

In witness whereof, the said Samuel McConaughy (together with Mary McConaughy his wife, who hereby relinquishes her right of dower in the premises) has hereunto set his hand and seal, the day and year first above written.

SAMUEL McCONAUGHY, [SEAL.]
MARY McCONAUGHY. [SEAL.]

Signed, sealed, and delivered in presence of—
JOSEPH STABLETON,
GEO. B. BAILY.

The State of Ohio, Brown county, ss:

Before me, the undersigned, one of the justices of the peace within and for said county, came personally Samuel McConaughy, the above grantor, and acknowledged the above indenture to be his voluntary act and deed, for the purposes therein mentioned; said Mary (who hereby relinquishes her right of dower in the premises) being by me examined separate and apart from her said husband, agreeably to the statute in such case made and provided, acknowledged that she signed and sealed the same of her own free will, without fear or coercion of her husband.

Given under my hand and seal, this 23d day of November, 1824, one thousand eight hundred and twenty-four.

JOSEPH STABLETON, *J. P.* [SEAL.]

(Endorsement.)—"Entered for record, and recorded, the 27th day of May, 1825, in book D of deeds, in page 492, &c.

"AMOS ELLIS, *R. B. C.*"

Rd. Blair to Samuel McElhenny.

This indenture, made this first day of September, in the year of our Lord 1814, between Richard Blair, and Mary, his wife, of the county of Clermont, and commonwealth of Ohio, of the one part, and Samuel McElhenny, of the county of Clermont, and commonwealth aforesaid, of the other part, witnesseth: that the said Richard Blair, for and in

consideration of the sum of twelve hundred and eighty-eight dollars, to him in hand paid at and before the sealing and delivery of these presents, (the receipt whereof I do hereby acknowledge,) hath granted, bargained, and sold, and by these presents do grant, bargain, and sell, unto the said Samuel McElhenny, his heirs and assigns, all that tract or parcel of land lying and being in the county of Clermont, State aforesaid, situate on the waters of Straight creek, and bounded and described as follows: Beginning at a stake, corner to Gilbert Wright; thence, S. 27 E., 157 poles, to stake; thence, N. 63 E., 80 poles, to three beech trees, corner to James McConaughy; thence, N. 27 W., 264¼ poles, to two beeches and a dogwood, corner to Victor King; thence, S. 63 W., 179 poles, to two *shug*ar trees and a buckeye, corner to Moses Hicks; thence, S. 27 E., 57 poles, to a stake, corner to Gilbert Wright; thence, N. 89 E., 115¼ poles, to the beginning; containing one hundred and eighty-four acres, be the same more or less, as by deed from Samuel McConaughy, bearing date this *day of* first day of September, 1814; together with all and singular *nem*bers, liberties, privileges, and improvements, hereditaments, and appurtenances whatsoever thereunto belonging, or in any wise appertaining; to have and to hold the said tract or parcel of land, and all other the premises hereby conveyed, with the rents, issues, and profits thereof, and all other the messuages and appurtenances to the same belonging, unto the said *Richard Blair*, heirs and assigns forever, and to *their* only use and behoof. And the said Richard Blair, for his heirs, executors, and administrators, do hereby covenant, that he hath good title to sell, and will warrant and defend, all and singular the premises hereby granted and conveyed unto the said Samuel Mc*Ilhiny*, his heirs and assigns forever, free from the claims of Richard Blair and his heirs, and of every other person, and free from all other titles, charges, and incumbrances whatsoever, (the land tax imposed by law only excepted.)

In witness whereof, the said Richard Blair, and Mary, his wife, hath hereunto set their hands and seals, the day and year first above written.

RICHARD BLAIR, [SEAL.]
MARY BLAIR. [SEAL.]

Signed, sealed, and delivered, in presence of us—
SAMUEL McCONAUGHY,
VICTOR KING.

State of Ohio, Clermont county, ss:

Before me, the undersigned, *on* of the acting justices of the peace within and for said county, came personally Richard Blair, the within grantor, and Mary Blair, his wife, who being examined separate, agreeably to the act in such case made and provided, acknowledged the above indenture to be their voluntary act and deed, for the uses therein contained. [SEAL.]

In testimony whereof, I have hereunto set my hand and affixed my seal, this twenty-seventh day of October, in the year of our Lord one thousand eight hundred and fourteen.

SAMUEL McCONAUGHY, *J. P.*

The State of Ohio, Clermont county, ss:

I, Benjamin Morris, recorder within and for the county of Clermont aforesaid, do hereby certify, that the foregoing deed of conveyance, and certificate of the acknowledgment thereof, are a correct copy taken from the records of said Clermont county, as the same stand recorded in book M, No. 6, of deeds, &c., pages 21, 22, and 23.

Given under my hand and seal of office, at Batavia, in said county, [L. S.] this fifteenth day of February, in the year of our Lord 1841.

BENJAMIN MORRIS,
Recorder of Clermont county, Ohio.

And afterwards, to wit, at the July term of said court, in the year of our Lord one thousand eight hundred and forty-two, came the parties aforesaid, by their attorneys aforesaid; and the complainants, by their said attorneys, file here, in open court, the following depositions, taken in this cause, to wit:

UNITED STATES OF AMERICA,
State of Louisiana, parish of Orleans, ss:

Deposition of witnesses taken before me, judge of the first judicial district of the State of Louisiana, and judge of a superior court of said State, at the office of Richard H. Chinn, esquire, in the city of New Orleans, in the parish and State aforesaid, on the twelfth day of April, anno domini 1841, to be read in evidence on the part of the plaintiffs, in a suit in equity now pending in the circuit court of the United States in and for the district of Ohio, wherein Peter K. Wagner, and Sidonia Pierce Wagner, his wife, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza Cornelia Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, Benjamin Franklin Lewis, George Washington Lewis, John Bowman, Mary Pierce Bowman, his wife, and George C. Thompson, are complainants, and William Chandler is defendant, and which suit stands docketed thus: "Theodore Lewis et als. vs. William Chandler, in chancery." Also to be read in evidence on the part of the plaintiffs, in a certain other suit in equity, now pending in the circuit court of the United States in and for the district of Ohio, wherein Peter K. Wagner, and Sidonia Pierce Wagner, his wife, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza Cornelia Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, Benjamin Franklin Lewis, John Bowman, Mary Pierce Bowman, and George C. Thompson, are complainants, and James Davis, of Pike co., James Davis, Hannah Davis, Mary Davis, George Davis, Charles Davis, Louisa Davis, John Davis, and Botkin Davis, are defendants, and which suit stands docketed thus: "Theodore Lewis et als. vs. James Davis et als., in chancery." Also to be read in evidence on the part of the plaintiffs, in a certain other suit in equity, now pending in the circuit court of the United States in and for the district of Ohio, wherein Peter K. Wagner, and Sidonia Pierce Wagner, his

wife, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza Cornelia Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, Benjamin Franklin Lewis, John Bowman, Mary Pierce Bowman, his wife, and George C. Thompson, are complainants, and John Baird, James N. Campbell, Thomas Jennings, Isaac E. Day, Duncan Evans, William King, Victor King, Samuel King, Absalom King, William Moore, and Christian Snedaker, are defendants, and which suit stands docketed thus: Theo. Lewis et al. vs. John Baird et al., in chancery.

Deposition of John Botts.

John Botts, a resident of the parish of Avoyelles, in the State of Louisiana, but at present on a visit to the city of New Orleans, being duly sworn, deposes and says: Deponent was born in the county of Loudon, State of Virginia, on the 21st day of April, in the year 1784. In the fall of the year 1793, deponent came with his father, (his mother having died on the journey,) to reside near Nicholasville, at that time in Fayette county, (now Jessamine,) State of Kentucky. In the course of the summer succeeding, to wit, the year 1794, deponent became acquainted with General Robert Lawson, then residing in Fayette county, about four miles distance from the residence of deponent's father. Deponent was very often at the house of General Lawson, being a playmate of his eldest son, John P. Lawson. General Lawson passed the greater part of his time at Lexington, and was only occasionally at home with his family. General Lawson was excessively intemperate in his habits; so much so, that deponent does not recollect ever seeing him perfectly sober. Deponent's memory is particularly strong on this point, in consequence of his having a dread of the old gentleman, who was at times extremely boisterous and violent in his behavior. Deponent was afraid to meet him when he went to the house. Afterwards, and, to the best of deponent's recollection, in the year 1796 or 1797, (the deponent is confident it was not later than 1797,) this deponent was frequently in Lexington, being sent there of errands, &c., and saw General Lawson many times in that place; at which time he (General L.) was living separate from his wife and family. He boarded sometimes at a public house kept by a Mr. Bradley, called (to the best of deponent's recollection) the Traveller's Hall; and at other times he boarded at the house of a Mr. Barton. General Lawson was constantly intoxicated at that time. It was in the latter part of the year 1794 that deponent last saw General Lawson in his own house. At that time, as deponent understood, General Lawson went off to Louisville, or to the neighborhood of Louisville, and deponent did not see him again until he saw him, as above related, in Lexington. General Lawson was brought back to Lexington in the year 1796 or 1797, in a wagon or cart, on a bed, being incapable of riding on horseback, in consequence of an affliction of the limbs, which was said to be the gout. His legs and feet were very much swollen, and

he could not walk. From Lexington he was taken, also, in some vehicle, to Fisher Rice's, in the neighborhood of Nicholasville. He staid at Rice's between three and four months. About that time deponent was sent to one of the upper counties (Clark county) to school, and remained absent three or four years. When deponent returned, General Lawson had gone, as deponent was informed, to Virginia, and deponent never saw him afterwards. During the whole period of deponent's acquaintance with General Lawson, he never saw him sober, to the best of his recollection. Deponent stood in great awe of him during the first period of their acquaintance, although the General occasionally appeared very friendly disposed towards him, and would, at times, give deponent law books, and other books, above the comprehension of a boy of deponent's age. General Lawson led a most unhappy life with his family, in consequence of his continual intoxication. In deponent's opinion, as well as he can rely upon the impressions received at that early period of his life, General Lawson was utterly incapable of transacting any serious business during the whole time that deponent was acquainted with him. America Lawson, the daughter of General Robert Lawson, and his eldest child, was a young woman when deponent was acquainted with her father as aforesaid, but her age deponent cannot tell. She was afterwards married to Joshua Lewis, at Danville, in Kentucky. Deponent did not see them married, but saw them when they came home to the bridegroom's father's house, near the mouth of Jessamine creek. Mr. Lewis was sent to Louisiana by President Jefferson, as one of the first commissioners for the settlement of land titles, in the year 1803 or 1804. He returned again to Kentucky, which country he left in 1806, and came to reside in New Orleans, and his family followed him the next year, (1807.) Deponent came down to New Orleans with the family. Deponent has known the plaintiffs, Sidonia Pierce Wagner, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza Cornelia Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, and Benjamin Franklin Lewis, from their birth, and knows them to be the children of America Lawson, wife of Joshua Lewis, and daughter of Robert Lawson aforesaid. Mrs. Lewis and her husband, Judge Lewis, resided at New Orleans to the time of their death. The former died in the year 1829 or 1830; the latter in the year 1833. The plaintiffs above mentioned are their only surviving children. The plaintiffs are all above the age of majority, and deponent has seen them all this day, with the exception of Theodore, who is now in Ohio, as he is informed. The plaintiffs are the only issue of the marriage of Joshua Lewis and America Lewis, with the exception of Stephen, who died an infant in 1805 or 1806, and Columbus, who died in 1818, aged four or five years. John P. Lawson, son of General Lawson, died in 1809, at the Racoucie bend, in the parish of Point Coupee, in this State, leaving one child, a daughter, Columbus Lawson. The youngest son of General Robert Lawson was an officer in the army, defending New Orleans during the invasion of Louisiana

by the British in 1814–'15, and was mortally wounded in the early part of January, 1815. He died some days after receiving the wound. The said Columbus Lawson was never married. America Lawson, and John P. Lawson, and Columbus Lawson, were the only children of General Robert Lawson and his wife that deponent ever knew.

JOHN BOTTS.

Deposition of Richard Tirrill.

Richard Tirrill, a resident of the city of New Orleans, being duly sworn, deposes and says, that he was born in the State of Virginia, on the 14th day of July, 1759. He came first to the State of Kentucky in the year 1787, and for many years afterwards followed the business of trading horses backwards and forwards between Virginia and Kentucky. Deponent first became acquainted with General Robert Lawson about the year 1794, although he had heard of him or known him by reputation long before. Deponent thinks he (General L.) was residing, at the time he first became acquainted with him, either in Nicholasville or Lexington. In the winter of 1795, to the best of deponent's recollection, the wife of General Lawson and her daughter, America Lawson, went in company with deponent, under the protection of their relation, Mr. John Merriwether, from Kentucky to Virginia. Deponent recollects it was in the winter season, from being obliged to be near the fires at the stations through the wilderness. Mrs. Lawson and her daughter, with Mr. Merriwether, parted with deponent, as well as he remembers, at Charlottesville, in the county of Albemarle, whence they proceeded towards (probably) Louisa or Hanover, or somewhere in that neighborhood, where Mrs. Lawson's relations resided. The reason of Mrs. Lawson and her daughter coming from Kentucky to Virginia at that time, was, as deponent understood, the intemperance of General Lawson. General Lawson was so habitually addicted to intoxication that his wife could not live with him. Upon deponent's next journey to Kentucky, which he thinks was the second season after he had accompanied General Lawson's family to Virginia, as above stated, deponent was particularly requested by the family to see General Lawson; and remembers well going from Shelbyville to a place called Middletown, about fifteen or sixteen miles from Louisville, for the express purpose of seeing General Lawson. Deponent found the General entirely abandoned to intoxication, and conversed with him about his family. The old gentleman's faculties seemed so impaired by hard drink, that he was in a manner childish. Sometimes he would talk properly, or seem to know what he was talking about, and again he would wander. He seemed to be aware of his situation, and would express his regret at the deplorable state in which he was, but assured deponent that he had secured his property to his family.

He told deponent that he had no property left but his military lands, and that they were secured to his family. Deponent stayed one night in Middletown, and left for Louisville the next day. A gentleman, an

acquaintance of deponent's, rode a few miles out of town with deponent, conversing with deponent about General Lawson, and saying that the old general was surrounded by a set of scoundrels, who were stripping him of his lands by obtaining transfers in his moments of inebriation, although he (the gentleman in question) had understood that General Lawson had secured the property to his family, and hoped it was true.

Deponent further states, that while in Middletown he heard various persons express themselves to a similar effect in relation to General Lawson—this was the last time the deponent ever saw General Lawson. Deponent can positively affirm, that General Lawson was not in a state of mind to transact business, and this was a matter of notoriety; and deponent heard it stated by every body that was acquainted with Lawson, that for a long time previously he had been totally incompetent to do business. Deponent afterwards came to Louisiana. He was in New Orleans when the Americans took possession in 1803, and shortly afterwards saw the late Judge Joshua Lewis in that place. Judge Lewis was then U. S. commissioner for settling the titles to lands. From that time down to the present day, deponent has been acquainted with the family. He knows that America Lawson was married to Judge Lewis, and that the plaintiffs in these suits, Mrs. Wagner, John, Sidney, Washington, Hampden, Franklin, &c., are children of Judge Lewis and Mrs. America Lawson Lewis. Both their said parents are dead. Deponent was never particularly acquainted with the two sons of General Lawson, John and Columbus, but understood that one of them, John, died at Point Coupee, and the other, Columbus, was killed at the battle of New Orleans.

RICH'D TERRILL.

Deposition of Rob. H. McNair.

Robert H. McNair, a resident of New Orleans, being duly sworn, deposes, that he was born in Lexington, Kentucky, in the year 1789; the family of deponent was intimate with that of General Lawson, who, when deponent was a very small boy, resided in Lexington. Deponent recollects very well that General Lawson was very intemperate. General Lawson had three children, America, John, and Columbus. Deponent went to school with Columbus. Deponent recollects the marriage of America Lawson with Joshua Lewis. He cannot tell in what year they were married, deponent was very young at the time—thinks it was about the year 1800—cannot undertake to say positively within a year or two. Deponent should say, that Mrs. Lewis, if now living, would be about sixty years of age. Joshua Lewis, wife, and family, came to this country (Louisiana) in the winter of 1806–'07, to the best of deponent's recollection—upon reflection, deponent should say it was in 1807–'08. It was the spring after Burr's war. Deponent himself came to Louisiana for the first time in 1806–'07, and has resided here permanently since 1815. Joshua Lewis was appointed a judge of the superior court under the territorial government, which office he held until the adoption of the State constitution, when he was made a district

judge of the first district of the State. He held that office until his death, which took place in 1833, (June 5th.) Mrs. America Lewis, above named, died, as deponent thinks, in 1830. The issue of the marriage of Joshua and America Lewis were, Sidonia, (wife of Peter K. Wagner,) John Lawson, Louisa, Theodore, Eliza, Alfred, John Hampden, Sidney, Washington, and Franklin, all now living, and all well known to deponent. Of these children, not more than two, perhaps three, were born in Kentucky, the rest were born in New Orleans. Upon this subject deponent cannot speak very positively—he thinks Mrs. Wagner and John Lawson Lewis were born in Kentucky. Deponent has been intimate with Judge Lewis and his family ever since he has resided here. He left no other children than those above mentioned. Deponent believes, that John P. Lawson, son of General Lawson, died at Point Coupee, in this State, many years ago. Deponent cannot tell what family he left, if any. Columbus Lawson died of a wound received at the battle of New Orleans in January, 1815, he was unmarried and left no issue.

ROB'T H. McNAIR.

United States of America,
State of Louisiana, parish of Orleans, ss:

I, Alexander Makenzie Buchanan, judge of the first judicial district of the State of Louisiana, and judge of a superior court of said State, do hereby certify, that on the twelfth day of April, anno domini 1841, at the office of Richard H. Chinn, esquire, in the city of New Orleans, in the parish and State aforesaid, being the time and place mentioned in the above caption, before me, personally came the above named John Botts, Richard Tirrill, and Robert H. McNair, and after being carefully examined, cautioned, and sworn, to testify the truth, the whole truth, and nothing but the truth, in the causes and suits in equity aforesaid, did, respectively, and each for himself, in my presence, subscribe the annexed and foregoing depositions, after the same had been reduced to writing by me; that I am not of counsel or attorney to either of the parties in the causes and suits in equity aforesaid, or in any manner whatsoever interested in the event thereof; that no notice was given to the defendants, or their attorney, as neither of them is within one hundred miles of New Orleans, the place of taking these depositions; and that the said John Botts, Richard Tirrill, and Robert H. McNair, reside and live at a greater distance than one hundred miles from the city of Columbus, in the District of Ohio. All which is certified at New Orleans aforesaid, in the parish of Orleans aforesaid, by me, this twelfth day of April, anno domini 1841.

A. M. BUCHANAN,
Judge 1st judicial district of the State of Louisiana.

United States of America, State of Louisiana:

By A. B. Roman, Governor of the State of Louisiana.

These are to certify, that A. M. Buchanan, whose name is subscribed to the instrument of writing herein annexed, is now, and was at the

time of signing the same, sole judge of the district court, in and for the first judicial district of the State of Louisiana, and that said court is a court of record, and a superior court of said State; that his signature is genuine, and that all his official acts as such, are entitled to full faith and credit.

Given at New Orleans, under my hand and the seal of the State, this twentieth day of April, one thousand eight hundred and [SEAL.] forty-one, and of the independence of the United States of America the sixty-fifth.

A. B. ROMAN.

By the Governor:

LEVI ———, *Secretary of State.*

State of Louisiana, first judicial district court:

I, Prosper Le Blance, deputy clerk of the first judicial district court of the State of Louisiana, do hereby certify, that the honorable Alexander Mackenzie Buchanan, whose name is signed to the foregoing certificate, is sole judge of this court, and that said court is a court of record, and a superior court.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, in the city of New Orleans, on this seven- [SEAL.] teenth day of April, in the year of our Lord one thousand eight hundred and forty-one, and in the sixty-fifth year of the independence of the United States.

P. LE BLANC, *D'y Clerk.*

I, Alexander Mackenzie Buchanan, sole judge of the first district court, in and for the first judicial district of the State of Louisiana, do hereby certify, that Prosper Le Blanc is the legal deputy clerk of the said court, and that the signature, "P. Le Blance, d'y clk.," to the foregoing certificate, is in the proper handwriting of him, the said deputy clerk; to his official acts as such, full faith and credit are due and owing.

And I do further certify, that his attestation is in due form of law.

Given under my hand and seal, at the city of New Orleans, on this seventeenth day of April, in the year of our Lord one thousand eight hundred and forty-one.

A. M. BUCHANAN. [SEAL.]

UNITED STATES OF AMERICA,

State of Louisiana, parish of Orleans, ss:

Deposition of witnesses, taken before me, judge of the first judicial district of the State of Louisiana, and judge of a superior court of said State, at my office in the city of New Orleans, in the parish and State aforesaid, on the twenty-eighth day of January, A. D. 1842, to be read in evidence on the part of the plaintiffs in a certain suit in equity now pending in the circuit court of the United States in and for the district of Ohio, wherein Peter K. Wagner, and Sidonia Pierce Wagner, his wife, John Lawson Lewis, Louisa Maria Lewis, Theodore

Lewis, Eliza Cornelia Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, Benjamin Franklin Lewis, John Bowman, Mary Pierce Bowman, his wife, and George C. Thompson, the complainants, and William Chandler is defendant; and which suit stands docketed thus: "Theodore Lewis and al. vs. William Chandler, in chancery." Also to be read in evidence on the part of the plaintiffs in a certain other suit in equity now pending in the circuit court of the United States, in and for the district of Ohio, wherein the same complainants above named are plaintiffs, and James Davis, of Pike county, James Davis, Hannah Davis, Mary Davis, George Davis, Charles Davis, Louisa Davis, John Davis, and Botkin Davis, are defendants; and which suit stands docketed thus: "Theodore Lewis et als. vs. James Davis and al., in chancery." Also to be read in evidence on the part of the plaintiffs in a certain other suit in equity now pending in the circuit court of the United States, in and for the district of Ohio, wherein the same complainants are plaintiffs, and John Baird, James N. Campbell, Thomas Jennings, Isaac E. Day, Duncan Evans, William King, Victor King, Samuel King, Absalom King, William Moore, and Christian Snediker, are defendants; and which suit stands docketed thus: "Theodore Lewis et. als. vs. John Baird and als., in chancery." Also to be read in evidence on the part of the plaintiffs in a certain other suit in equity now pending in the circuit court of the United States in and for the district of Ohio, wherein the same complainants are plaintiffs, and Peter Platter, Christian Platter, Orange Hampton, Wm. Campbell, Wm. Row, Nathaniel Massie, Richard Kidder Massie, Wm. Y. Strong, Nancy Strong, his wife, and Henry Massie, citizens and residents of the State of Ohio, and William L. Thompson, and Elizabeth Thompson, his wife, late Massie, and Joseph Scott, not citizens of the State of Ohio, nor found within the same, are defendants; and which suit stands docketed thus: "Theodore Lewis and als. vs. Peter Platter and als., in chancery." Also to be read in evidence on the part of the plaintiffs in a certain other suit in equity now pending in the circuit court of the United States in and for the district of Ohio, wherein the same complainants are plaintiffs, and Presley Morris, Nancy Rives, James Steele, Levi Anderson, Joshua Robinson, Alexander Manary, James McCrary, late Manary, Elizabeth Manary, Mary Steele, and Thomas Steele, her husband, James Manary, Nathaniel Massie, Richard Kidder Massie, William Y. Strong, and Nancy, his wife, and Henry Massie, citizens and residents of the State of Ohio, and William L. Thompson, and Elizabeth Thompson, his wife, late Massie, not citizens of the State of Ohio, nor found within the same, are defendants; and which suit stands docketed thus: "Theodore Lewis and al. vs. Presley Morris and als., in chancery." Also to be read in evidence on the part of the plaintiffs in a certain other suit in equity now pending in the circuit court of the United States in and for the district of Ohio, wherein the same complainants are plaintiffs, and Samuel Corwine, George Corwine, Amos Corwine, Thomas Day, jr., John Hatfield, Thomas Wilson, and John Wilson, and Nathaniel Massie, Richard K. Massie, William Y. Strong, and Nancy, his

wife, Henry Massie, citizens and residents of the State of Ohio, and William Thompson, and Elizabeth Thompson, his wife, late Massie, not citizens of the State of Ohio, nor found within the same, are defendants; and which suit stands docketed thus: Theodore Lewis et als. vs. Samuel Corwine et als., in chancery.

Deposition of Philemon Thomas.

Philemon Thomas, a resident of the parish of East Baton Rouge, in this State, and at present a representative in the legislature from said parish, being sworn, deposes, that he was born in Orange county, in the State of Virginia, on the 9th February, 1763; that he knew the late Brigadier General Robert Lawson, in the State of Kentucky, for several years prior to the circumstance that he is about to relate. In the year 1795, 1796, or 1797, but in which of these years deponent cannot say with certainty, at this distance of time, the said Robert Lawson came to the house of this deponent, situate in Mason county, Kentucky, within about four miles of the Ohio river, and offered to sell deponent his military lands in Ohio. Deponent refused to buy them, or to make any bargain with Lawson, because the latter appeared to him to be entirely insane, and not to know what he was about. Lawson staid at deponent's house for several days, and then went over to see his lands, which deponent understood to lay on White Oak, about fifteen miles from where deponent lived. Deponent never saw him afterwards; but it was the talk of the neighborhood, a short time afterwards, that Lawson had sold his lands. A man named Daniel Figgins, who lived on the land, told deponent that Lawson had sold his lands. Deponent does not recollect to whom it was said Lawson had sold. At the time spoken of, General Lawson was a confirmed drunkard; and not sober for a moment that he could get liquor. Deponent considered his reason entirely gone; and that he was not of sane mind. Lawson's constitution was, at the time, entirely ruined by drunkenness; and he was so weak that he could not get on his horse without help. Deponent would not have admitted Robert Lawson into his house, in his then condition, if he had not been a revolutionary soldier. Deponent had served in the revolutionary war, and was inclined, on that account, to bear with Lawson, and to receive him as a brother; for it never had been deponent's practice to tolerate drunkards about his house. Any man of common sense or common observation must, as deponent thinks, have discovered, at once, the mental imbecility and habits of intemperance of the said General Robert Lawson. It was some time after this visit of Lawson that deponent understood he had made a deed of trust of his property for the benefit of his wife and children. Deponent cannot say whether it was a matter of notoriety or not that Lawson had made such deed of trust, because deponent lived sixty miles from Lexington. Deponent heard of the deed of trust within a few months at farthest after Lawson's visit. Deponent knew Nathaniel Massie, who was deputy surveyor of the Virginia military district. He does not know where said Massie resided in 1794 and 1795. He was generally surveying about the country.

Deponent does not know that said Massie had any stated place of residence until he got married, when he settled near the falls of Paint creek. This may have been in 1800, or thereabouts. When Lawson came to deponent's house, as above stated, he would have sold his lands to deponent at deponent's own price; and would have taken out the price in any way deponent would have chosen; but, as above said, deponent utterly refused his offers, because he saw he (Lawson) was not in a condition to transact any business, or even to take care of himself. Deponent is not connected with or related to the plaintiffs.

PHILN. THOMAS.

United States of America, State of Louisiana,
Parish of Orleans, ss:

I, Alexander Mackenzie, judge of the first judicial district of the State of Louisiana, and judge of a superior court of said State, do hereby certify, that on the twenty-eighth day of January, A. D. 1842, at my office, in the city of New Orleans, in the parish and State aforesaid, being the time and place mentioned in the above caption, before me came personally the above named Philemon Thomas, and after being carefully examined, cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth, in the causes aforesaid, did, in my presence, subscribe the foregoing and annexed deposition, after the same had been reduced to writing by me; that I am not of counsel or attorney to either of the parties in the causes aforesaid, or in any manner whatsoever interested in the events thereof; that no notice was given to the defendants, or their attorney, as neither of them is within one hundred miles of New Orleans, the place of taking these depositions; and that the said Philemon Thomas resides and lives at a greater distance than one hundred miles from the city of Columbus, in the district of Ohio; all which is certified at New Orleans aforesaid, in the parish of Orleans aforesaid, by me, this twenty-eighth day of January, A. D. 1842.

A. M. BUCHANAN,
Judge 1st judicial dist., State of La.

State of Louisiana, First judicial district court:

I, Prosper Le Blanc, deputy clerk of the first judicial district court of the State of Louisiana, do hereby certify, that the honorable Alexander Mackenzie Buchanan, whose name is signed to the foregoing certificate, is sole judge of this court, and that said court is a court of record, and a superior court.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said court, in the city of New Orleans, on this first day of February, in the year of our Lord one thousand eight hundred and forty-two, and in the sixty-sixth year of the independence of the United States.

[SEAL.]

P. LE BLANC, *Dy. Clerk.*

I, Alexander McKenzie Buchanan, sole judge of the district court, in and for the first judicial district of the State of Louisiana, do hereby certify, that Prosper Le Blanc is the legal deputy clerk of the said court,

and that the signature, "P. Le Blanc, Dy. Clerk," to the foregoing certificate, is in the proper handwriting of him, the said deputy clerk; to his official acts as such full faith and credit are due and owing; and I do further certify, that his attestation is in due form of law.

Given under my hand and seal, at the city of New Orleans, on this first day of February, in the year of our Lord one thousand eight hundred and forty-two.

[SEAL.]

A. M. BUCHANAN, *Judge*.

United States of America, State of Louisiana:

By A. B. Roman, Governor of the State of Louisiana.

These are to certify, that A. M. Buchanan, whose name is subscribed to the instrument of writing herein annexed, is now, and was at the time of signing the same, sole judge of the district court in and for the first judicial district of the State of Louisiana; (that said court is a court of record and a superior court;) that his signature is genuine; and that all his official acts as such are entitled to full faith and credit.

Given, at New Orleans, under my hand and the seal of the State, this first day of February, one thousand eight hundred and forty-two, and of the independence of the United States the sixty-sixth.

[SEAL.]

A. B. ROMAN.

By the Governor:

LEVI PRICE,
Secretary of State.

United States of America,
State of Kentucky, Fayette county, sct:

The deposition of Fielding L. Turner, taken before me, (one of the commonwealth's justices of the peace, in and for the county aforesaid, duly commissioned, sworn, and acting as such, and by law, and by virtue of my said office, one of the justices of the county court of said county,) at the clerk's office of the county court of Fayette, in the city of Lexington, and State aforesaid, on the 19th day of June, A. D. 1841, to be read in evidence on the part of the complainants, in certain suits in chancery now pending in the circuit court of the United States, in and for the district of Ohio, wherein Peter K. Wagner, and Sidonia P. Wagner, his wife, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza C. Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, and Benjamin Franklin Lewis, citizens and inhabitants of the State of Louisiana; John Bowman, and Mary Pierce Bowman, his wife, citizens and inhabitants of the State of Tennessee; and George C. Thompson, citizen and inhabitant of the State of Kentucky, are complainants; and John Baird, James W. Campbell, Thomas Jennings, Isaac E. Day, Duncan Evans, William King, Victor King, Samuel King, Absalom King, and Christian Snediker, citizens and residents of the State of Ohio, are defendants, and which stands docketed thus: Theodore Lewis and als. vs. John Baird and als.; also the above named complainants against

James Davis, of Pike county, James Davis, Hannah Davis, Mary Davis, George Davis, Charlotte Davis, and Louisa Davis, (minors,) and John Davis and Botkin Davis, of Ross county, citizens and residents of the State of Ohio, are defendants, which stands docketed thus: Theodore Lewis and als. vs. James Davis and als.; and also the above named complainants against William Chandler, a citizen and inhabitant of the State of Ohio, which stands docketed thus: Theodore Lewis and als. vs. William Chandler.

Deposition of F. L. Turner.

The deponent states, that he was born on the 26th day of June, 1776, and resides in Fayette county, in the State of Kentucky; was a deputy clerk in the office of the clerk of the Fayette county court, from the latter part of the winter 1794–'5, until the year 1797. Levi Todd was the clerk of said court, who has long since been dead; during that time deponent performed the principal duties of the office, and was familiar with the records therein. He remembers that the clerk's office of the Fayette county court was consumed by fire; was present before the fire was extinguished, at which time they were getting out some burnt fragments of books and papers, whilst he was there; has examined certain papers remaining in the present clerk's office of said court, within a few days past, and recognises them as the burnt fragments of the original record books of said office; among said burnt records he finds the remains of a record of a deed of indenture between Robert Lawson, of the first part, Sarah Lawson, his wife, of the second part, and James Speed, George Thompson, Joseph Crockett, and George Nicholas, of the third part, with the acknowledgment and proof of the same in the county court of Fayette, attested by Levi Todd, a copy of which mutilated record of deed of indenture, and order of the county court, is annexed to this deposition; the deponent having compared said copy with the original record as the same remains. The deeds recorded in the clerk's office of said county were recorded in large folio volumes, which were burnt around the edges and corners, leaving the interior in a measure uninjured; the smaller books and papers were entirely consumed. The custom of the county was to leave the deeds for record in the office, where they remained until called for by the grantors; and while the deponent was a deputy in said office, a great number of original deeds, which had been recorded, remained in the office. The deponent feels confident, that while he was a deputy as aforesaid, he saw the original deed of indenture above mentioned. His recollection is, that it was in the handwriting of George Nicholas, who wrote a very peculiar hand, which attracted his attention, and fixed it on his memory. He has no recollection of the original deed having been withdrawn from the office, while he was deputy as aforesaid.

The office was burnt some years before 1806, but he cannot fix the precise time of the burning. Deponent is acquainted with the handwriting of *of* George Nicholas, one of the grantees in said deed, from having frequently seen him write, and readily recognises the letters annexed to this deposition, marked A. and B., to be in the handwriting of the

said George Nicholas, the body of the letter as well as the signature, *are* in the handwriting of said Nicholas. He is also acquainted with the handwriting of William Murray, from having seen him write, and the endorsement on one of said letters, and the signature of William Murray, is in his handwriting. Levi Todd, the clerk of said court, was very particular and exact in keeping the papers of said office, and in delivering them only to the proper persons; and deponent conceives, that Levi Todd could not have delivered the foregoing deed without the joint order of Mrs. Lawson and all the trustees; no one of them, without such an order, being entitled to the original deed, which increases the probability of the deed having remained in the office until its destruction, as above mentioned. Deponent does not believe that any of the original deeds in said office were saved from destruction. Deponent knows that the certificate of Levi Todd to said deed exhibits the usual mode in which deeds were admitted to record, upon acknowledgment, and proof in open court, according to the laws of Kentucky. Deponent also knows, that the county courts of Kentucky were then, and are still, courts of record, and were then the only courts for the recording of deeds in Kentucky. Deponent was well acquainted with George Nicholas, Joseph Crockett, James Speed and George Thompson, and knows that they were men of the highest respectability, for intelligence, property and integrity in the State of Kentucky; Robert C. Nicholas was the eldest son of George Nicholas, he also was very respectable; Robert C. Nicholas is dead. Deponent knew that Joshua Lewis was married to America Lawson, a daughter of General Robert Lawson, before 1799; deponent was not present at the marriage, but became acquainted with the fact by general reputation, and the acts and conduct of the parties; Joshua Lewis has been dead some six or seven years; deponent was well acquainted with both Joshua Lewis and his wife. Deponent can state very confidently, that neither Robert Lawson, Sarah Lawson, George Nicholas, James Speed, Joseph Crockett, George Thompson, Joshua Lewis, nor America, his wife, were ever residents or citizens of the State of Ohio; Joshua Lewis and wife, continued to reside in Kentucky until about the year 1805, when Joshua Lewis being appointed land commissioner for Orleans territory, went to that territory on the business of that office, leaving his family in Kentucky; a few years afterwards being appointed judge, he removed his family to Louisiana, where he continued to reside until his death. Deponent is well acquainted with the laborious duties of Judge Lewis' office; by law the court is in continual daily session, and though the judge could adjourn his court, there were no vacations permitting the judge to leave the State but for short periods, and at distant intervals of time; Joshua Lewis was a judge in Louisiana from his first appointment to his death; first under the territorial government, and then under the State government. Deponent was a judge in New Orleans, Louisiana, for about ten years, but had the privilege of vacation during the months of August, September, and October in each year, which was not the case with Judge Lewis; and further this deponent saith not.

F. L. TURNER.

Deposition of Walter Rodes.

Also the deposition of Walter Rodes, taken at the same time and place, and to be read in the same suits, as set forth in the caption of the preceding deposition of F. L. Turner.

The deponent being of lawful age and duly sworn, deposes and saith, that he was born December 9th, 1799, and resides in Fayette county, Kentucky. Deponent is deputy clerk of the Fayette county court, his brother, James C. Rodes being principal clerk of said court, who is now absent in the southern part of this State. Deponent became a deputy clerk as aforesaid in the month of November, 1818, and from that time acted as deputy until the fall of 1825; and deponent commenced again acting as deputy clerk in October, 1834, and has continued until the present time; and during the times he so acted as deputy, he performed the principal part of the duties of the office. Deponent states that he is familiar with all the records and papers in said office; and among these records are certain books and papers, known and called the "*burnt records*," consisting of the leaves of folio volumes, in which were recorded deeds, wills, inventories, &c., all said deeds, wills, inventories, &c., are of an elder date than February, 1803; and from the 14th February, 1803, the records of deeds, &c.; and the records of the proceedings of the Fayette county court are complete. These "*burnt records*" have always been preserved, and kept as records of the Fayette county court, and have been transcribed into other books in pursuance of an act of the legislature of Kentucky; but the original leaves are preserved with great care as the original record. That he has lately examined, and transcribed from said original record, a deed between Robert Lawson of the first part, Sarah Lawson of the second part, and James Speed, George Thompson, Joseph Crockett, and George Nicholas of the third part; which copy is annexed to the deposition of F. L. Turner; which copy he knows to be a full, true, and perfect copy of said record of said deed, and of all entries in this office on the subject of said deed. That it appears from the order of the Fayette county court that said deed was acknowledged and proven in open court, which is in perfect accordance with the laws of Kentucky, on the subject of the acknowledgment, proof, and recording of deeds, and is considered the most solemn and authentic mode in which a deed can be acknowledged or proven, according to the laws of Kentucky. Deponent can state, that since 1803, there are a great number of original deeds, which have never been withdrawn after having been recorded; and deponent can state that the general custom is, to leave the deeds on file in the office, and but comparatively few are ever withdrawn. Deponent would also state, that after the burning of the Fayette county court clerk's office, an act of the legislature authorized the second record of all the original deeds which had been withdrawn and preserved; and deponent finds that very fee have been recorded, in pursuance of said act. The "*burnt records*" when transcribed, were put in eight volumes, and *fac simile* copies were made in transcribing them, whereby only about one half of

the pages were filled. Deponent is therefore confident, that much the larger portion of the records of the county court of Fayette were destroyed by fire. Deponent does not know of a single paper, except the leaves of the folio volumes, which has been preserved; there is certainly no original deed saved; according to the rules of this office, the original deed of Robert Lawson, before mentioned, could only be withdrawn from the office by the joint order of Mrs. Lawson and all the trustees, no one of them having the right to said deed without such joint order. Deponent can also state, that all records of marriages previous to February, 1803, were utterly destroyed by said fire—no part of any book or paper relating to marriages having been preserved. The marriage is recorded in the county where the wife resided previous to the marriage; and further this deponent saith not.

WALTER RODES."

United States of America, State of Kentucky, sct:

I, James L. Hickman, one of the commonwealth's justices of the peace in and for the county aforesaid, duly commissioned, sworn, and acting as such, and by law, and by virtue of my said office, one of the justices of the county court of said county, do hereby certify, that, on the 19th day of June, A. D. 1841, at the office of the clerk of the county court aforesaid, in the city of Lexington, and county and State aforesaid, being the time and place mentioned in the above caption, before me, came personally the above named Fielding Turner and Walter Rodes; and, after being carefully examined, cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth, in the causes aforesaid, did respectively, and each for himself, in my presence, subscribe the foregoing and annexed depositions, after the same had been reduced to writing by me; that I am not of counsel or attorney to either of the parties in the causes aforesaid, or in any manner interested in the event thereof; that no notice was given to the defendants in the above entitled suits, or their attorney or attorneys, as neither of them is within one hundred miles of Lexington, Ky., the place of taking these depositions; and that the said Fielding L. Turner and Walter Rodes reside and live at a greater distance than one hundred miles from the city of Columbus, in the district of Ohio.

All which is certified at Lexington, Ky., aforesaid, in the county of Fayette aforesaid, this 21st day of June, A. D. 1841.

JAMES L. HICKMAN, *J. P. F. C.*

Clerk's fees, $4 00; justice's fee, (1 day,) $1 00; $5 00 paid by complainants.

Note.—The words, " at that time," in the 7th and 8th lines from the top of the 3d page, erased before signed; also in the 13th line from bottom of same page, " *Louisiana*," erased, and Orleans territory interlined; also the words " *the preceding*," in the 2d line of the caption to Walter Rodes' deposition on the 4th page. All of said erasures and interlineations done before signed.

JAMES L. HICKMAN, *J. P.*

Commonwealth of Kentucky, Fayette county, to wit:

I, James C. Rodes, clerk of the county court for the county aforesaid, do certify, that James L. Hickman, esq., before whom the foregoing depositions, of Fielding L. Turner and Walter Rodes, were taken, and who has signed the above and foregoing certificate, is now, and was at the time of signing the same, an acting justice of the peace in and for the county of Fayette aforesaid, duly commissioned and qualified according to law; that his said certificate and attestation is in due form.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said Fayette county court, this twenty-second day of [SEAL.] June, eighteen hundred and forty-one, and of the commonwealth the 49th year.

J. C. RODES, *Clerk.*

I, Matthew Flournoy, the presiding judge and justice of the Fayette county court, in the State of Kentucky, do certify, that James C. Rodes, whose name is subscribed to the above certificate, is now, and was at the time of signing the same, the clerk of our said court, duly appointed and qualified according to law; that his certificate and attestation is in due form.

Given under my hand, this 22d day of June, 1841.

M. FLOURNOY, *J. P. F. C. C.*

I, James C. Rodes, clerk of the county court for the county of Fayette, in the State of Kentucky, do certify, that Matthew Flournoy, whose name is signed to the above certificate, is now, and was at the time of signing the same, the presiding judge and justice of our said Fayette county court, duly commissioned and qualified according to law; that his said certificate and attestation is in due form.

Given under my hand, this 22d day of June, 1841.

Att: J. C. RODES, *Cl'k.*

Tax and fee, $1 50.

Exhibits referred to in the foregoing depositions of Fielding L. Turner, and Walter Rodes.

Exhibit A.

I am of opinion that the trustees, named in Mrs. Lawson's deed, ought not to consent to the application of any part of the principal for which the 2,000 acres of land may be sold for the present support of the family. If it could be avoided, I think the sale of that land should be deferred, because the rise in the price for only one year may probably be a great object. But if the necessities of the family are such as to make an immediate sale necessary, proper information should be obtained as to the real quality and value of the land before it is sold. I should suppose that one year's interest on the purchase-money might be obtained from the purchaser in addition to the price of the land. If this could be done there would always be a year's interest in advance for the use of the family. I am also of opinion that all the trustees

must join in any sale of this land. Any contract made with Mr. and Mrs. Lawson, or either of them, will avail the purchaser nothing; and the trustees ought not to allow any credit for any payments made to him.

G. NICHOLAS.

Dec'r 13, '95.

I concur fully with Col. Nicholas in the opinion he has given within upon the deed to which it alludes.

WILLIAM MURRAY.

Feb'y 12th, 1796.

Exhibit B.

AUGUST 1st, '94.

SIR: I will write to Col. Anderson, and inform him that if he will send the plates to me, I will be ultimately answerable to him that the fees shall be paid. My situation is such as to put it out of my power to make advances of any kind, or on any account whatever. This must be my apology for not complying with what Mrs. Lawson requests in her letter to Mrs. Nicholas. If I had it in my power, and was ever so well disposed to do it, I should only have one voice in four as to the disposal of the 2,000 acres of land, which is all the trustees have any power over. It is my opinion that it ought by no means to be applied to answer current expenses, because, if it is, it must necessarily soon be exhausted; but that, when the title is completed, and the value of the land known, that it may be sold, and the proceeds applied in such a way as will enable your family, with proper care and industry, to support themselves; this, however, is only my opinion. I will show your letter to the other gentlemen the first opportunity. I must request that no idea may be held out that I have any thing in my hands to answer your contracts with; and that no orders of any kind may be given on me. My own business is such that it will be out of my power to interfere farther in the trust than by giving my advice. Col. Thompson is very capable, and I am confident will be perfectly willing, to sell the land when it shall be thought proper to do so, and to make such purchases as the trustees shall think right. I must therefore request that all future applications may be made to him on this subject. If your father gave his executors no power to dispose of the land, and if neither of your brothers did any thing that would amount to a confirmation of their sale, there can be no doubt of the goodness of your claim to the land, except from the length of time that has intervened since the sale by the executors; but I do not see how that will operate as a bar, especially if Whillon's heir should be willing to make you a title, and should not object to the length of time to your claim. If you and your brothers stood by without asserting your rights, and seen the purchasers from the executors making improvements on the land without objecting to it, it may give them a strong equity against you for the value of those improvements. I think you should try to get a legal title to the land

from the heir; and if he will not make it without, should commence a suit in chancery against him, to compel him to do it. If he has not made any deeds to the purchasers, it will not be necessary to make them parties to the suit; and I think, unless it is absolutely necessary, you ought not to make them defendants.

I am, sir, y'r most obt. servt.,

G. NICHOLAS.

(Endorsed:) "General Lawson."

Copy of deed of trust.

This indenture of three parts, made this 4th day of June, 1794, between Robert Lawson, of the county of Fayette, of the first part, and Sarah, his wife, of the second part, and James Speed, George Thompson, Joseph Crockett, and George Nicholas, of the third part; whereas, by an indenture of three parts, bearing date the 28th day of April, 1794, made and executed between the said Robert Lawson, of the first part, and the said Sarah of the second part, and the said ge Nicholas of the third part, it was mutually agreed een the said Robert and Sarah, for the several reasons co ations, and covenants therein expressed, that they shoul fterward live separate and apart from each

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done if she had been a feme sole. arah shall be at full liberty to take with h America Lawson and their son Columbus Lawson, an sole care, direction, and management of the said Am nd also the said Columbus, until he should arrive e age of ten years; and whereas, at the special instan d request of the said Robert Lawson, the said Sarah h sented again to live and cohabit with the said Robert wson, and the said Sarah and George have consented l ase and discharge the said Robert from his covenants, cont the above mentioned deed; now this indenture itnesseth: that the said Robert Lawson, as well for and consideration of the said Sarah's again consenting to live and bit with him the said Robert, as also in consideration of said Sarah and George consenting to release him from his covenants contained in the said deed, and also in the consideration of the sum of five shillings, to him, the said Robert, in hand paid, by the said James Speed, George Thompson, Crockett, and George Nicholas, the receipt whereof the said Robert Lawson doth hereby a ledge, and them thereof forever acquit and discharge, hav ted, bargained, and sold, and by these presents doth grant, ed, sell, unto the said James Speed, George Thompson, kett, and George Nicholas, and unto the survivers, the said James Speed, George Tho

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nd fifty acres of land, situate in the being the land on which the said Robert no wo thousand acres of military land, situate on w on the northwest side of the Ohio, being the land d in the entry made for the said Robert on the rveyor's books; also

his right and title to a tract or parcel of tuate on White House creek, in the county of Amelia, and f Virginia, being the land on which Elizabeth Jackson n lives; also, five thousand acres of land, on the northwest si the Ohio, being part of the lands obtained by the said R his military services, being part of ten thousand acres e laid off in *lotts* of one thousand acres each, and eing the last entries made in the name of the said Robert, in th office of the surveyor for the continental line; also the fol ing slaves, to wit, Trim, Milly, Jean, and Mira, and their future increase; and also the whole of the household and kitchen furniture of which the said Robert is now possessed; to have and to hold the abovementioned lands, slaves, and personal property, to them, the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, their heirs d assigns forever, and the survivers and surviver of them, said James Speed, George Thompson, Joseph Crockett, rge Nicholas, their heirs and assigns forever; nevert to, for, and upon the trusts, intents, and purposes mentioned, expressed, and d l

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as, and the survivers and surviver of them, hall permit the said Robert and Sarah L shall cohabit together, and the said Robert Law perate from the said Robert, or survive the said Robert, to use, enjoy, during their natural lives, and the life of the surviver, exceptions above stated, and one hundred and fifty acres of la ayette, the slaves, and the household and kitchen furniture above mentioned, will also convey the said one hundred and fifty acres of ther sons of the marriage that may be alive at the the said Sarah, to whom she may appoint the same to b by any instrument of writing under her hand, attested tness, subject to the life estate therein of the said Robert, as mentioned; that they will also convey to America Lawson, up taining twenty, or her marriage, the negro woman Mira, and he nd such of the household and kitchen furniture as the said Sar shall direct; and also the tract of land in Amelia county ab mentioned, to the said America and her heirs forever; that they also, after the death of the said Robert and Sarah, convey to th of the said marriage, who shall be then living, such of the lan personal property above mentioned as shall be left at that time, be equally divided between the said children, and the legal sentatives of those who may be dead at that time, charging America with the slaves and personal property which sh receive, as above directed; that they will also convey the two res of land on White Oak creek, abovementioned, to either of the marriage to whom the said Sarah shall direct, the nd, in the manner above directed for the one of the said trus

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mediate use of the family of the said h case they shall have full power to dispose of arts thereof, in any manner, and to apply the procee he benefit of the said family in any manner that they may judge t proper; and that they will also con-

vey to America Lawson, heirs, one thousand acres; to John P. Lawson, and his o thousand acres; to Columbus Lawson, and his heirs, two thousand acres, of the five thousand acres of land above me tioned. And the said Robert, for himself, his heirs, execut and administrators, doth hereby covenant to and with the said Speed, George Thompson, Joseph Crockett, George Nicholas, their hei assigns, that he will, when thereunto reasonably requested, make al other and further assurances in law, which may be necessary to carry the intention and meaning of this deed fully into effect, as a touching the lands, slaves, and personal property above mentioned, as also respecting the covenants hereinafter made by the said Robert. And the said Robert doth also further covenant, to and with the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, and their heirs, that he will at no time hereafter offer any personal violence or injury to the said Sara and that he will abstain from the intemperate use of every kind of spirituous liquor, and that, if he should at any time hereafter again offer any personal violence or injury the said Sarah, that the said trustees, or any of them, shall hav and authority to dispossess him, the said Robert, of the one nd fifty acres of land situate in Fayette, and of the slaves and roperty above mentioned, and the same to

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arted this life. And the said Robert enant, to and with the said trustees and their he ain at any time hereafter offer any personal violence aid Sarah, or betake himself to the intemperate use of r, that the said Sarah shall be at full liberty to dep and live separate from him, and to carry and to keep wi named America and Columbus Lawson, in as full and as manner as she could or might have done under the deed 28th day of April above mentioned; and the said Sar George Nicholas do hereby release and acquit the sai bert of all the covenants and agreements contained in d deed of the 28th of April, which is inconsistent incompatible with the true intent and meaning of this de Provided, always, that the said James Speed, George Thompson, Joseph rockett, and George Nicholas, shall only be answera for wilful misconduct in the execution of the trust hereby reposed in them, and that neither of them shall be answera for the misconduct of either of the other trustees. Provided, that the trusts and powers hereby reposed in them shall cease at an end, as soon as the purposes for which the same were cr and given shall have ceased and be ended.

In witness wh , the parties hereto have hereunto set their hands and affixed seals, the day and year above written.

ROBERT LAWSO ,
SARAH LAWS ,
JAMES S ,
GEO. THOM ,
By GEO. NICH ,
In fact.

Signed, sealed, and acknowledged,
delivered, in the presence of us all—
JOS. CROCKETT,
OS. STEWART, S ,
LSON.

Fayette county, August court, 1794:

T is indenture was produced in court, acknowledge t Lawson, George Thompson, and Joseph Crockett, and Ja peed, and George C. Nicholas, proved as to Sarah Lawson by the oaths of Robert C. Nicholas; and afterwards, at Oc ber court, 1794, was again produced, fully proved, , by the oaths of Thomas Stewart and Henry Speed, other subscribing witnesses thereto, and ordered to be recorded.

Teste: LEVI TODD.

State of Kentucky, Fayette county, to wit:

I, James C. Rodes, clerk of the county court for the county aforesaid, do certify, the foregoing seven pages, including this, contains a true and perfect copy of the original record of the deed of indenture between Robert Lawson, of the first part, Sarah Lawson, of the second part, and James Speed, George Thompson, Joseph Crockett, and George Nicholas, of the third part, as the same remains in my office; the said record having been in part mutilated by fire, and the same being as near as can be a fac simile copy of the original burnt record.

In testimony whereof, I have hereunto set my hand and affixed the [SEAL.] seal of said Fayette county court, at Lexington, Kentucky, this nineteenth day of June, eighteen hundred and forty-one, and of the Commonwealth the 49th year.

J. C. RODES, *Clerk*.

I, Matthew Flournoy, the presiding judge and justice of the county court of Fayette, in the State of Kentucky, do certify, that James C. Rodes, whose name is signed to the foregoing certificate, is now, and was at the time of signing the same, clerk of our said court, duly appointed and qualified according to law; that his said certificate and attestation is in due form. I also further certify, from an inspection of the annexed copy of the deed of indenture between Robert Lawson, of the first part, Sarah Lawson, of the second part, and James Speed, George Thompson, Joseph Crockett, and George Nicholas, of the third part, it manifestly appears, that the original deed, from which the foregoing purports to be a copy, was executed, and acknowledged, and proved, and recorded, agreeably to the laws and usages of Kentucky at the time it purports to have been executed, and delivered, and recorded.

Given under my hand, this nineteenth day of June, 1841.

M. FLOURNOY, *P. J. P. F. C. C.*

Deposition of James McDowell.

UNITED STATES OF AMERICA,
State of Kentucky, county of Fayette, sct:

The deposition of Col. James McDowell, taken before me, (one of

the commonwealth justices of the peace in and for said county, duly commissioned, sworn, and acting as such, and by law, and by virtue of my said office, one of the justices of the county court of said county,) at the residence of his son, Capt. John L. McDowell, with whom he resides, in said county and State aforesaid, on the 14th day of June, 1841, to be read in evidence on the part of the complainants in certain suits in chancery, now pending in the circuit court of the United States in and for the district of Ohio, wherein Peter K. Wagner, and Sidonia Pierce Wagner, his wife, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza C. Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, and Benjamin Franklin Lewis, citizens and inhabitants of the State of Louisiana, and John Bowman, and Mary Pierce Bowman, his wife, citizens and inhabitants of the State of Tennessee, and George C. Thompson, a citizen and inhabitant of the State of Kentucky, are complainants, and John Baird, James W. Campbell, Thomas Jennings, Isaac E. Day, Duncan Evans, William King, Victor King, Samuel King, Absalom King, and Christian Snediker, citizens and inhabitants of the State of Ohio, are defendants, and which stands docketed thus: "Theodore Lewis and als. vs. John Baird and als.; also the above named complainants against James Davis, of Pike county, James Davis, Hannah Davis, Mary Davis, George Davis, Charlotte Davis, and Louisa Davis, (minors,) and John Davis and Botkin Davis, of Ross county, citizens and inhabitants of the State of Ohio, are defendants, which stands docketed thus: Theodore Lewis and als. vs. James Davis and als.; also, the above named complainants against William Chandler, a citizen and inhabitant of the State of Ohio, which stands docketed thus: Theodore Lewis and als. vs. William Chandler.

The deponent being of lawful age, and first duly sworn, deposeth and saith, that he is now in his eighty-second year of age; that he resides in the county of Fayette, and State of Kentucky, where he has resided for fifty-six years past; that he was well acquainted with Brigadier General Robert Lawson, and had known him in the State of Virginia when he was a colonel; that soon after General Lawson came to Kentucky he took to hard drinking, and would get drunk whenever he could obtain the liquor; this habit went to such extent that he would drink with negroes, and would do anything to get it; he became entirely besotted; that he did not consider said Lawson capable of transacting any kind of business; his appearance in the face bore the marks of great intemperance. The besotted state of Gen. Lawson commenced some years before he left Kentucky, and feels confident as early as 1795, and continued from that time, as long as he resided in Kentucky. Deponent is unable to recur to time, from the fact of having been with Gen. Wayne in his campaign of 1793–'4, and that shortly after that campaign said Lawson became besotted, as above stated. Deponent well recollects the burning of Fayette county court clerk's office, about the year of 1801 or 2; it was the practice of individuals to leave their deeds in the clerk's office after they were recorded; in fact this deponent left

his own deed there, which was destroyed by the burning of the office. That he was well acquainted with George Nicholas, James Speed, Joseph Crockett, and George Thompson; they are now all dead, and have been for several years, the said Thompson being the last that died; he left but one son, (George C. Thompson,) who now resides in Mercer county, Kentucky; and further this deponent saith not.

JAMES McDOWELL.

UNITED STATES OF AMERICA,

State of Kentucky, county of Fayette, sct:

I, James L. Hickman, one of the Commonwealth's justices of the peace in and for the county aforesaid, duly commissioned, sworn, and acting as such, and by law, and by virtue of my said office, one of the justices of the county court of said county, do certify, that on the 14th day of June, A. D. 1841, at the residence of Capt. John L. McDowell, in the county and State aforesaid, being the time and place mentioned in the above caption, before me, came, personally, the above named Col. James McDowell, and after being carefully examined, cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth, in the causes aforesaid, did for himself, in my presence, subscribe the foregoing deposition, after the same had been reduced to writing by me; that I am not of counsel or attorney to either of the parties in the causes aforesaid, or in any manner whatsoever interested in the event thereof; that no notice was given to the defendants in the above entitled suits, or to their attorney or attorneys, as neither of them is within one hundred miles of Capt. John L. McDowell's, the place of taking this deposition; and that the said Col. James McDowell resides and lives at a greater distance than one hundred miles from Columbus, in the district of Ohio.

All which is certified, at the city of Lexington, in the county and State aforesaid, by me, this 19th day of June, A. D. 1841.

JAMES L. HICKMAN, *J. P. F. C.*

Clerk's fees, $1 50; Justice's fee, (1 day,) $1; $2 50, paid by complainant.

NOTE.—The erasure in the 6th and 7th lines from top of this deposition, on first page, and the interlining, the words "residence of his son, Capt. John L. McDowell, with whom he resides in said county," done before signed, as well as the erasure of the words, enclosed in brackets, thus, ["as in the caption,"] which appears in the closing certificate to said deposition.

JAMES L. HICKMAN, *J. P.*

Commonwealth of Kentucky, Fayette county, to wit:

I, James C. Rodes, clerk of the court for the county aforesaid, do certify, that James L. Hickman, whose name is signed to the above certificate, annexed to the deposition of James McDowell, is now, and was, at the time of signing the same, an acting justice of the peace in and for the county court of Fayette aforesaid, duly commissioned and

qualified according to law; that his said certificate and attestation is in due form.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said Fayette county court, this twenty-second day of [SEAL.] June, eighteen hundred and forty-one, and of the Commonwealth the forty-ninth year.

Attest: J. C. RODES, *Cl'k.*

I, Matthew Flournoy, the presiding judge and justice of the Fayette county court, in the State of Kentucky, do certify, that James C. Rodes, whose name is signed to the foregoing certificate, is now, and was at the time of signing the same, the clerk of our said Fayette county court, duly appointed and qualified according to law; that his said certificate and attestation is in due form.

Given under my hand this 22d day of June, 1841.

M. FLOURNOY, *P. J. P. F. C. C.*

I, James C. Rodes, clerk of the county court for the county of Fayette, in the State of Kentucky, do certify, that Matthew Flournoy, whose name is signed to the above certificate, is now, and was at the time of signing the same, the presiding judge and justice of the said Fayette county court, duly commissioned and qualified according to law; that his said certificate and attestation is in due form.

Given under my hand this 22d day of June, 1841.

(Tax and fee, $1 50.)

J. C. RODES, *Clerk.*

UNITED STATES OF AMERICA,

State of Virginia, city of Richmond, to wit:

Depositions of witnesses taken before me, William Lambert, mayor of the city aforesaid, at the store of J. Bootwright, in the said city, on the 4th day of June, 1841, to be read in evidence, on the part of the complainants, in certain suits in chancery now pending in the circuit court of the United States in and for the district of Ohio, wherein Peter K. Wagner, and Sidonia P. Wagner, his wife, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza C. Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, and Benjamin Franklin Lewis, citizens and inhabitants of the State of Louisiana, John Bowman, and Mary Pierce Bowman, his wife, citizens and inhabitants of the State of Tennessee, and George C. Thompson, a citizen and inhabitant of the State of Kentucky, are complainants, and John Baird, James W. Campbell, Thomas Jennings, Isaac E. Day, Duncan Evans, William King, Victor King, Samuel King, Absalom King, and Christian Snediker, citizens and inhabitants of the State of Ohio, are defendants, and which stands docketted thus: "Theodore Lewis, and al., vs. John Baird, and al." Also, the above named complainants against James Davis, of Pike county, James Davis, Hannah Davis, Mary Davis, George Davis, Charlotte Davis, Louisa Davis, (minors,) and John Davis, and Botkin Davis, of Ross county, citizens and inhabitants of the State of Ohio, are defendants, which

stands docketted thus: Theodore Lewis, and al., vs. James Davis, and al. And also the above named complainants against William Chandler, a citizen and inhabitant of the State of Ohio, which stands docketted thus: Theodore Lewis, and al., vs. William Chandler.

Deposition of J. Bootwright.

The deposition of J. Bootwright, aged seventy-four.

This deponent, being first duly sworn, deposeth and saith, in answer to the following interrogatories:

1. Question by counsel for complainants. Were you, on or about the 27th day of November, A. D. 1802, or at any time prior or subsequent thereto, personally acquainted with the following persons, to wit: Gen'l Robert Lawson, of Fayette, Kentucky, Major John O'Bannon, of Woodford county, in the same State, and C. McAllister, of the city of Richmond, Virginia, or with either, and which of them; and, if so, how long prior or subsequent to that day were you so acquainted with them, or either, and which of them?

Answer. I knew C. McAllister several years previous to the period referred to, and several years subsequently; he kept a tavern a mile or two from this city; I kept a grocery store, and he used to deal with me; my store was kept in the city, where I resided. I knew Genl. Lawson from seeing him frequently at the window of a house two doors from where I resided, and where he boarded. He attracted the attention of every body passing, from appearing to be in a state of derangement, either from intoxication or some other cause. I never spoke to him, and never was in his company, but frequently saw him at the window making a noise, which disturbed the neighborhood. I understood from Mr. Grady, with whom he boarded, that he was put there, and the board paid by the Cincinnati Society. He did not remain there long. Mr. Grady having complained that he disturbed the whole neighborhood, and that he could not keep him; he was then taken away in a helpless condition, he being unable to walk.

2d. Question by same. Is the said McAllister still living?

Answer. No; he died twelve or fourteen years ago.

3d. Question by same. Look at the paper here presented, which is a fac simile of a paper now among the files in the General Land Office at Washington city, and which reads in the words and figures following, to wit: "I do certify that Major John O'Bannon was the locator of my military lands, and that, by prior contract, was to have one-third of ten thousand acres for his services, and which has no relative connexion with an instrument of writing called a deed of trust. Given under my hand, at the city of Richmond, the 27th day of November, 1802. Teste: J. Bootwright, C. McAllister, Ro. Lawson;" and say whether your name, which appears to be subscribed thereto, is in your own proper handwriting or not; and whether the said paper was signed by the said Lawson, and delivered to the said Major John O'Bannon in your presence, and whether you and the said McAllister, or either, and which of you, subscribed your name to the same as witness thereto?

Answer. I have examined the paper referred to, and have no hesitation in saying that my name, which appears as a witness thereto, is not in my handwriting, and that the said paper was not signed by General Lawson, or delivered to said O'Bannon, in my presence. I never was in General Lawson's company in my life; and never heard of O'Bannon until recently. I do not know what Mr. McAllister may have done, but I know that I never subscribed any such paper.

4th. Question by same. Was there, at the time of the date of the above paper, any other person, other than yourself, of the surname of Bootwright, who resided in the city of Richmond, or its vicinity, who subscribed his name "*J. Bootwright.*"

Answer. There was no other person residing at Richmond, or its vicinity, but myself, of the same name, or the surname of Bootwright; myself and my sons were the only persons of the name of Bootwright who resided here at that time, or since; my sons were then children, the oldest not more than ten or eleven years old.

5th. Question by same. From all the circumstances which transpired in your presence in relation to him, and from the general opinion of the citizens of Richmond, (as far as you were at that time enabled to collect that general opinion,) were you then, and is it still your opinion, that General Lawson, at the period of the date of the above paper, was wholly incapable of fully understanding his rights, or of making a valid contract?

Answer. When I saw him at the window, where I frequently saw him, as before stated, he did not appear to be capable of understanding any thing. I was never in his company, and therefore never saw him in his sober moments, or lucid intervals, *if he had any;* it seemed to be the general impression that he was in a state of insanity, from drink, or some other cause. He was excessively noisy, and abusive to the passengers in the streets, both male and female.

6th. Question by same. If you are acquainted with any other facts which may be deemed of importance to either of the parties to the within suits, be pleased to state and set forth the same?

Answer. I do not know of any other fact important to either party; and further this deponent saith not.

J. BOOTWRIGHT."

United States of America,
State of Virginia, city of Richmond, to wit:

I, William Lambert, mayor of the city aforesaid, do hereby certify, that on the 4th day of June, 1841, at the store of J. Bootwright, in the said city and State, being the time and place mentioned in the above caption, before me came, personally, the abovenamed J. Bootwright, and after being examined, cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth, in the causes aforesaid, did for himself, in my presence, subscribe the foregoing and annexed deposition, after the same had been reduced to writing by me. That I am not of counsel or attorney to either of the parties in the causes aforesaid,

or in any manner whatsoever interested in the event thereof. That no notice was given to the defendants, in the foregoing entitled suits, or to their attorneys, as neither of them is within one hundred miles of the city of Richmond, the place of taking this deposition, as I am informed by the counsel for the plaintiffs, and that the said J. Bootwright resides and lives at a greater distance than one hundred miles from the city of Columbus, in the district of Ohio.

All which is certified at Richmond aforesaid, by me, this 4th day of June, A. D. 1841.

WILLIAM LAMBERT, *Mayor.*

State of Virginia, city of Richmond, to wit:

I, Charles Howard, clerk of the court of hustings for the said city, do hereby certify, that William Lambert, whose name is subscribed above, is mayor of the said city, and presiding justice of the said court, and I believe his said signature to be genuine.

In testimony whereof, I have hereunto set my hand and affixed the [SEAL.] seal of the said court of hustings, this fifth day of June, one thousand eight hundred and forty-one.

CHS. HOWARD, *Clerk.*"

Exhibit referred to in the foregoing deposition of J. Bootwright.

"I do certify, that Major John O'Bannon was the locator of my military lands, and that, by a prior contract, was to have one-third of ten thousand acres for his services; and which has no relative connexion with an instrument of writing called a deed of trust."

Given under my hand at the city of Richmond, this 27th day of November, 1802.

RO. LAWSON.

Teste: J. BOOTWRIGHT.
C. MCALLISTER.

GENERAL LAND OFFICE.

I, James Whitcomb, commissioner of the General Land Office, do hereby certify, that the certificate hereto attached, signed Ro. Lawson, and countersigned by J. Bootwright and C. McAllister, is a true copy of the original now on file in this office, being a fac simile of the same.

In testimony whereof, I have hereunto subscribed my name, and [SEAL.] caused the seal of this office to be affixed, at the city of Washington, this 1st day of June, 1841.

JAS. WHITCOMB, *Commissioner.*

THEODORE LEWIS and others,
vs.
JOHN BAIRD, WILLIAM MOORE, and others.

In chancery, in 7th circuit court of the United States, district of Ohio.

The complainants will take depositions in this case at the mayor's office, in Ripley, Brown county, Ohio, on Tuesday, the 14th day of

December, instant, between the hours of 8 o'clock, A. M., and 12 o'clock, M., of said day.

THEODORE LEWIS & OTHERS,
December 11, 1841. *Complainants.*

I acknowledge service of the above notice, and waive all exception as to the time of giving notice, and also waive proof of the official character of the officer taking the above.

TH. L. HAMER,
December 11*th*, 1841. *Sol'r for def'ts.*

Deposition of Alexander Campbell.

THEODORE LEWIS and others,
vs.
JOHN BAIRD, WILLIAM MOORE, and others.

In chancery, 7th circuit court of the United States, District of Ohio.

Depositions taken by Silas D. Palmer, mayor of the town of Ripley, in the county of Brown, and State of Ohio, at said mayor's office, in said town, on Tuesday, the 14th day of December, A. D. 1841, between the hours of 8 o'clock, A. M., and 12 o'clock, M., of said day, to be used as evidence on behalf of the complainants, on the hearing of the above entitled suit.

Alexander Campbell, of lawful age, and first duly sworn according to law, deposeth and saith:

Question by complainants' counsel. Are you acquainted with Sarah or Sally Dickings, and William Dunlap, of this county; and if so, how long have you known them?

Answer. Yes; I have known them for forty-five years, or since 1796.

Question by same. Where did they live when you first became acquainted with them, whose family did they live in, and whose children were they?

Answer. They lived in Woodford county, Kentucky; they lived in the family of Alexander Dunlap; they were considered to be the children of Alexander Dunlap, and I have no doubt they were.

Question by same. Are you acquainted with William Buckner, now of this county; if so, state how long, and what you know of his parentage?

Answer. I have not known him, personally, but a short time, but have known, by reputation, for many years; I have always understood him to be the son of Capt. Philip Buckner, of Brackin county, Kentucky; and further this deponent saith not.

ALEX'R CAMPBELL.

Deposition of Francis Taylor.

Francis Taylor, of lawful age, being also first duly sworn according to law, deposeth and saith:

Question by complainants' counsel. Please state where you resided in the year 1796?

Answer. In the town of Washington, Mason county, Kentucky.

Question by same. What was your business, and the extent of your acquaintance in that county, particularly in the neighborhood of Germantown?

Answer. I practised law at that time, in Mason county; my acquaintance was general throughout the county; I had some acquaintance about Germantown, but very inconsiderable; as well as I remember, it was very thinly settled at that time in that neighborhood.

Question by same. Did you, at the time spoken of, (1796,) know any thing, personally or by reputation, of Brigadier General Robert Lawson?

Answer. I did not know him personally, but knew him by reputation, as a revolutionary officer.

Question by same. Did you know or hear of Genl. Lawson being or residing at or near Germantown, or in any other part of Mason county, Kentucky, in the year 1796, or near that time?

Answer. I never knew or heard of his living, or being at, or in the neighborhood of Germantown, or any other part of Mason county, at any time, that I recollect; and if I had heard it, I am pretty sure I would recollect it.

Question by same. Do you, or do you not, feel satisfied that, if Genl. Lawson had resided two or three months in the neighborhood of Germantown, in 1796, or any year near that time, that you would have heard of it in some way, with your intercourse with the citizens of your county?

Answer. I think it would have been impossible for him to have resided there for that length of time, and that I should not heard of it. Germantown was about 9 miles from Washington, my place of residence at that time, and General Lawson, being a revolutionary officer, was too noted a person to have lived there without my having heard of it.

Question by same. Please state whether you are acquainted with William Buckner, Sarah Dickings, and William Dunlap, of this county, and what you know of their parentage, by reputation or otherwise.

Answer. I have known William Buckner since he was a lad, I think more than forty years. I was well acquainted with his father, Captain Philip Buckner, of Bracken, Kentucky. I have seen William Buckner in the family of Capt. Buckner, and he was always esteemed his son. I know Sarah Dickings and William Dunlap personally, and I have understood they were from Woodford county, Kentucky.

Question by William Moore, one of the defendants. Do you or do you not know whether Gen. Robert Lawson was at Daniel Feagin's, in Mason county, in the summer of 1796?

Answer. I do not; and further this deponent saith not.

FR. TAYLOR.

The State of Ohio, Brown county, town of Ripley, ss:

I, Silas D. Palmer, mayor of the said town of Ripley, do hereby

certify, that the above named Alexander Campbell and Francis Taylor were by me duly sworn, according to law, to testify the truth, the whole truth, and nothing but the truth, in the above entitled cause, and that the above depositions, by them respectively subscribed, were reduced to writing by me, and taken at the time and place in the enclosed notice specified.

In witness whereof, I have hereunto set my hand and affixed [SEAL.] the seal of the said town of Ripley, this 14th day of December, 1841. SILAS D. PALMER,
Mayor of said town of Ripley.

Mayor's fees for taking and certifying depositions - -	$0 87½
Affixing seal - - - - - -	50
	$1 37½

Rec'd payment of C. F. Campbell, for complainants.
SILAS D. PALMER.

THEODORE LEWIS and others,
vs.
JOHN BAIRD, WILLIAM MOORE, and others.

In chancery, in the 7th circuit court of the United States, district of Ohio.

The complainants will take depositions in this case, at the store of James Savage, in Germantown, Mason county, Kentucky, on Wednesday, the 15th day of December instant, between the hours of 8 o'clock, A. M., and 4 o'clock, P. M., of said day.

THEODORE LEWIS & OTHERS,
December 11, 1841. *Complainants.*

I acknowledge service of the above notice, and waive all exception as to the time of giving notice, and also waive proof of the official character of the officer taking the same.

TH. L. HAMER, *Sol'r for defts.*

Deposition of Wm. Currens.

THEODORE LEWIS and others,
vs.
JOHN BAIRD, WILLIAM MOORE, and others.

In chancery, in the 7th circuit court of the United States and district of Ohio.

The depositions of William Currans, taken by the complainants before Joseph Frazee, one of the justices of the peace of the county of Mason, State of Kentucky, at the store of James Savage, in Germantown, in the county of Mason, State of Kentucky, on Wednesday, the 15th day of December, A. D. 1841, between the hours of 8 o'clock, A. M., and 4 o'clock, P. M., of said day, to be read as evidence in the above named case.

The said William Currens being first duly sworn, and of lawful age, deposeth and sayeth:

Question by complainants' agent. Where did you live in the summer of the year 1796?

Answer. I removed to where I now live, near Germantown, Kentucky, in the year 1796, in the month of May of said year, and I have lived there ever since.

Question by same. Did you know Daniel Feagin during that summer; and if so, how far did he live from your place of residence?

Answer. I became acquainted with Daniel Feagins in the same summer that I came to Germantown. He lived about ¾ of a mile from where I lived.

Question by same. Did you know or hear of Brigadier General Robert Lawson staying at said Feagans for two or three months, or any length of time, during the summer or fall of 1796, or at any other time?

Answer. I have heard of General Lawson being spoken of by somebody, at some time; but I have no recollection of seeing or hearing of his being or staying at Feagins at any time.

Question by defendant William Moore. Was it the neighborhood, or near Germantown, that you heard it spoken of General R. Lawson being?

Answer. I heard it spoken *off* in the neighborhood, that he had lands somewhere to sell, or that he had sold lands somewhere; and from my impressions at this time, I tho't he was somewhere in this county. In what year it was, I *doe* not recollect.

Question by complainants' agent. Was the settlement of Germantown thinly settled at that time; and was or was not Daniel Feagins one of your nearest neighbors in 1796?

Answer. There was a good many neighbors that lived nearer me than Feagins; and further this deponent saith not.

WILLIAM CURRENS.

State of Kentucky, Mason county, ss:

I, Joseph Frazee, one of the justices of the peace of the county and State last aforesaid, do hereby certify, that the above named William Currens was by me duly sworn, according to law, to testify the truth, the whole truth, and nothing but the truth, in the suit named in the caption, and that the above deposition was reduced to writing by me, and taken at the time and place in the inclosed notice specified.

Given under my hand and seal, this 15th day of December, 1841.

JOSEPH FRAZEE, [L. S.]
Justice of the Peace for Mason county.

Justice's fee for taking deposition - - - $1 00.
Rec'd payment of complainants.

JOSEPH FRAZEE.

The circuit court of the United States, district of Ohio:

THEODORE LEWIS et als.,
vs.
JAMES DAVIS et als.

The defendants, and Henry Massie, their attorney and solicitor, are

hereby notified, that the depositions of sundry witnesses will be taken by the complainants, at the mayor's office in the city of Chillicothe, before competent authority, between the hours of 8 o'clock, A. M., and 6 o'clock, P. M., of the 1st day of December next, and continued from day to day until the same are completed, to be read as evidence in the above and other causes, as per agreement on file, dated this 30th November, 1841.

THOMAS SCOTT & SON,
Solicitors for Complainants.

We acknowledge service of the within notice, and waive the necessity of procuring the seal and certificate of the clerk as to the magistry of the officer before whom the depositions may be taken.

HENRY MASSIE.

November 30, 1841.

7th circuit court of the United States, district of Ohio:

THEODORE LEWIS et als., vs. BAIRD, KING, et als. } In chancery.

The defendants, and Benjamin G. Leonard, *his* solicitor and attorney, are hereby notified, that the depositions of sundry witnesses, by the complainants, at the mayor's office, in the city of Chillicothe, before competent authority, between the hours of 8 o'clock, A. M., and 6 o'clock, P. M., of the 1st day of December next, and continued from day to day until the same are completed, to be read as evidence in the above cause. Dated this 30th Nov., 1841.

THOMAS SCOTT & SON,
Solicitors for Complainants.

I acknowledge service of the within notice, and waive the necessity of the seal and certificate of the clerk as to the magistry of the officer before whom the depositions may be taken.

November 30, 1841.

Served this notice on Benjamin G. Leonard, one of defendants' attorneys and solicitors, the date above.

THOMAS SCOTT,
Attorney, &c., for Complainants.

Deposition of Wm. Creighton.

William Creighton, jr., a witness of lawful age, produced and sworn on behalf of the complainants, deposes and says as follows:

I was in Washington city, District of Columbia, during the winters of 1814, '15, and '16; that within those periods, the precise time is not now recollected, George T. Cotton, the executor of John O'Bannon, obtained patents, from the Commissioner of the General Land Office, for several tracts of land, which had been entered in Robert Lawson's warrant. Great difficulties had existed for a long period, on the part of

the Commissioner of the Land Office and the clerk, Van Sant, who had particular charge of the Virginia military continental line lands, about issuing patents on the Lawson surveys, or the surveys made on Lawson's warrant, in consequence of a caveat which had been filed in the General Land Office at Washington. Cotton had engaged the services of John S. Wills, who was at Washington city at that time. Meeting with Cotton and Wills, they informed me that they had succeeded in obtaining patents upon the surveys made on the Lawson warrants, and appeared to be very much delighted and gratified at their success, and Willis informed me that he had received one hundred dollars for his services.

Was not the honorable Josiah Meigs, the Commissioner of the General Land Office, considered to be an honest unsuspicious man, easily imposed on by others having business to transact in his office?

Answer. I knew Mr. Meigs, when Commissioner of the Land Office, and always considered him an honest pure man, and unsuspicious, and supposed might be easily imposed on. He relied on his clerks, and, as far as my knowledge extends, on their representations.

W. CREIGHTON, Junr.

Continued until to-morrow, Thursday, the 2d day of December, 1841, between the same hours named in the notice.

Thursday, Dec'r 2d, 1841, met pursuant to adjournment, this being the day appointed by the Governor as a day of thanksgiving throughout the State, and no witnesses being present, continued until to-morrow, Friday, the 3d day of December, 1841, between the same hours named in the notice.

Friday, December 3d, 1841, met pursuant to adjournment, and no witnesses being present, continued until to-morrow, Saturday, the 4th day of December, between the same hours named in the notice.

Costs, depositions, &c., 75 cents; paid by plaintiff.

I, William H. Skerrett, mayor of the city of Chillicothe, in the county of Ross, Ohio, do hereby certify, that the above named William Creighton, jr., was first duly sworn to testify the truth, the whole truth, and nothing but the truth, and that the foregoing deposition by him subscribed, was in part reduced to writing, in part by Robert Bethell, and in part by the deponent, in my presence, and was taken at the time and place specified in the enclosed notice.

In testimony whereof, I have hereunto set my hand and affixed the seal of the city of Chillicothe, this 11th day of December, in the year A. D. 1841.

[SEAL.]

WM. H. SKERRETT, *Mayor.*

United States of America,
State of Kentucky, county of Jefferson, ss:

Depositions of witnesses taken before me, a justice of the peace and one of the judges of the county court of said county, at my office in the city of Louisville, in the county and State last aforesaid, on the twenty-ninth day of October, A. D. one thousand eight hundred and

forty-one, to be read in evidence on the part of the complainants in certain suits in chancery, now pending in the circuit court of the United States, in and for the district of Ohio, wherein Peter K. Wagner, and Sidonia Pierce Wagner, his wife, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza C. Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, and Benjamin Franklin Lewis, citizens and inhabitants of the State of Louisiana; John Bowman, and Mary Pierce Bowman, his wife, citizens and inhabitants of the State of Tennessee; and George C. Thompson, a citizen and inhabitant of the State of Kentucky, are complainants, and John Baird, James W. Campbell, Thomas Jennings, Isaac E. Day, Duncan Evans, William King, Victor King, Samuel King, Absalom King, William Moore, and Christian Snediker, citizens and residents of the State of Ohio, are defendants, and which stands docketed thus, Theodore Lewis and als. vs. John Baird and als., in chancery; also the above named complainants against James Davis, of Pike county, James Davis, Hannah Davis, Mary Davis, George Davis, Charlotte Davis, and Louisa Davis, (minors,) and John Davis and Botkin Davis, of Ross county, citizens and inhabitants of the State of Ohio, are defendants, which stands docketed thus: Theodore Lewis and als. vs. James Davis and als., in chancery; and also the above named complainants against William Chandler, a citizen and inhabitant of the State of Ohio, which stands docketed thus: Theodore Lewis & als. vs. William Chandler, in chancery.

Deposition of Nicholas Buckner.

Nicholas Buckner, being produced, and first duly examined and cautioned and sworn, deposes and says: He was born in the county of Caroline, State of Virginia, on the 7th of May, 1766; that he was well acquainted with Gen. Lawson, formerly of Kentucky, and was acquainted with him in Prince Edward county, Virginia, in 1786 or 1787. Lawson at that time was extremely intemperate; so much so as to unfit him for business. Deponent was collecting clerk for the house of Peter Field, Trent & Co., at that time an extensive commercial firm in Virginia. At the close of the war, they employed General Lawson to attend to some business for them, and deponent was at Lawson's house several times on this business. His intemperate habits were such at that period that he was unfit to attend to business. He was almost always in a state of intoxication, and bore strong marks of intemperance; and it was the general remark of his friends that he had thrown himself away. Deponent left Virginia and removed to Kentucky in 1788, and lost sight of Lawson until he saw him at William White's, in Middletown, in this county, in the summer of 1796 or 1797, where he staid about a year. Lawson's mind, at this time, was entirely gone. He was utterly incapable of understanding his rights or taking care of his property; in truth, he was incapable of taking care of himself; he was helpless, and in a besotted state, and did not appear to possess any mind. Deponent heard at the time, (and, from

the character of White, he has no doubt of the fact,) that White had brought Gen. Lawson to his house for the sole purpose of swindling him out of his military lands; and it was notorious afterwards, that White, O'Bannon, Massie, and others, had contrived to swindle him out of his military lands, by making him sign transfers when he was not in a situation to know what he was doing. Deponent is confident that Gen. Lawson never received any valuable consideration for his lands, and that was the general impression of all those who were aware of the transactions at the time. When deponent saw Gen. Lawson at White's house, his appearance was so miserable and forlorn that deponent's feelings were very strongly enlisted in his behalf, from the circumstance of his former acquaintance with him in Virginia; and he felt a pity for him, seeing him reduced to the situation in which he then was. He was treated and looked upon by White and his family more in the light of an old out-door negro than anything else. He was ragged and miserable in his appearance. Deponent feels satisfied that neither White nor John O'Bannon, nor any of those who got his lands, ever paid him any valuable consideration for them; and it was then a matter of notoriety that he had been swindled out of his military lands by those persons. At the time Gen. Lawson was at White's house, he was a mere idiot in intellect; his mind and body were gone, and he was not able to take care of himself. After White & Co. had stripped him of all his lands, he was sent back to Lexington, or Nicholasville, in an old cart or wagon, and deponent understood that White had driven him from his house. Gen. Lawson had nothing for the lands he parted with; he was absolutely a beggar, ragged, and pennyless. Deponent knows, from the character of William White, John O'Bannon, and all those who had transactions with him at this time, that they must have combined together for the purpose of cheating Gen. Lawson out of his property. No man of honest and honorable intentions would have thought of having any kind of business transactions with a man in Lawson's situation at this period. Deponent was deputy sheriff in this county at that time, and resided within a short distance of William White, who lived in Middletown, and was, during Gen. Lawson's stay there, (which was some time in the summer of 1796 and '97,) frequently at the house of said White.

N. BUCKNER.

UNITED STATES OF AMERICA,

State of Kentucky, Jefferson county, ss:

I, G. J. Johnston, a justice of the peace, and one of the judges of the county court of said county, do hereby certify, that, on the twenty-ninth day of October, A. D. one thousand eight hundred and forty-one, at my office, in the city of Louisville, in the county and State last aforesaid, being the time and place mentioned in the above caption, before me came personally the above named Nicholas Buckner; and after being carefully examined, cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth, in the cause afore-

said, did for himself, in my presence, subscribe the foregoing deposition, after the same had been reduced to writing by me; that I am not of counsel or attorney to either of the parties in the cause aforesaid, or in any manner interested in the event thereof; that no notice was given to the defendants or their attorney, as neither of them is within one hundred miles of the city of Louisville, State of Kentucky, the place of taking this deposition; and that the said Nicholas Buckner resides and lives at a greater distance than one hundred miles from the city of Columbus, in the district of Ohio.

All which is certified at the city of Louisville aforesaid, in the county of Jefferson, and State of Kentucky, aforesaid, by me this 29th day of October, 1841.

G. J. JOHNSTON. [SEAL.]

Commonwealth of Kentucky, Jefferson county, sct:

I, Curran Pope, clerk of the county court for said county, do certify, that G. J. Johnston, esq., the subscriber to the foregoing certificate, is, and was at the date thereof, an acting justice of the peace in and for the county aforesaid, duly commissioned and sworn, and that full faith and credit are due to all his official acts as such.

In testimony whereof, I have hereunto set my hand and affixed the seal of said county, this twenty-fifth day of November, [L. S.] eighteen hundred and forty-one, and 50th year of the Commonwealth.

CURRAN POPE, *Clerk.*
By N. J. CARTNELL, *D. C.*

UNITED STATES OF AMERICA,
State of Kentucky, county of Jefferson, ss:

Deposition of witnesses taken before me, a justice of the peace, and one of the judges of the county court of said county, at the residence of the Hon. George M. Bibb, in the city of Louisville, county of Jefferson, and State of Kentucky, on the thirteenth day of October, A. D. one thousand eight hundred and forty-one, to be read in evidence on the part of the complainants, in certain suits in chancery now pending in the circuit court of the United States in and for the district of Ohio, wherein Peter K. Wagner, and Sidonia P. Wagner, his wife, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza C. Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, and Benjamin Franklin Lewis, citizens and inhabitants of the State of Louisiana, John Bowman, and Mary Pierce Bowman, his wife, citizens and inhabitants of the State of Tennessee, and George C. Thompson, a citizen and inhabitant of the State of Kentucky, are complainants, and John Baird, James W. Campbell, Thomas Jennings, Isaac E. Day, Duncan Evans, William Moore, William King, Victor King, Samuel King, Absalom King, and Christian Snediker, citizens and residents of the State of Ohio, are defendants, and which stands

docketed thus: Theodore Lewis and als. vs. John Baird and als., in chancery. Also the above named complainants against James Davis, of Pike county, James Davis, Hannah Davis, Mary Davis, George Davis, Charlotte Davis, and Louisa Davis, (minors,) and John Davis and Botkin Davis, of Ross county, citizens and inhabitants of the State of Ohio, are defendants, which stands docketed thus: Theodore Lewis and als. vs. James Davis and als., in chancery. Also the above named complainants against William Chandler, a citizen and inhabitant of the State of Ohio, which stands docketed thus: Theodore Lewis and als. vs. William Chandler, in chancery. First—

Deposition of George M. Bibb.

The deposition of George M. Bibb, of lawful age, who, being first duly and carefully examined, cautioned and sworn, to testify the truth, the whole truth, and nothing but the truth, in the causes aforesaid, deposes and says: I was born (and educated) in the county of Prince Edward, in the State of Virginia, and in the year 1776, as informed by my parents and their register of my birth. From my earliest recollection I knew Gen. Robert Lawson, who for years after the close of the revolutionary war was a representative of that county in the Legislature of Virginia; though I was young when Gen. Lawson removed from that county to Kentucky, (as was his destined removal by report,) I have a very distinct recollection of him, having seen him "*tocted brugess*," as the the vulgar language and usage of that day was; and having heard him address the voters, and argue cases as a lawyer in the court of that county. He was a man of high standing in society, and of high reputation as a lawyer when I first knew him; but before he left the county of Prince Edward the habit of intoxication had fastened upon him in so great a degree as that his standing in society was lowered, and the business of his profession had quit him, and his moral sense was impaired, as well as his understanding and capacity to manage the business of others. In the year 1797 I came to Kentucky, to the county of Fayette, and lived in Lexington for about two years, having there commenced the practice of the law; after an absence from Lexington, as a resident from 1799 spring, to the fall of 1802, I again settled in Lexington, and there lived many years; having during my residence in Bardstown, before alluded to, as from 1799 to 1802, sojourned frequently in Lexington. Soon after I came to Kentucky I saw Mrs. Lawson, the wife of Genl. Robert Lawson, and his daughter America Lawson, with whom I had been acquainted in the county of Prince Edward. America Lawson married Joshua Lewis, esquire, who resided in Kentucky, and continued to reside there until he was appointed a commissioner to adjust land claims in Louisiana, and after a judge of the State of Louisiana. I have no recollection of having seen Genl. Lawson after I came to Kentucky. He separated from his family, and, as generally reported, had continued in habits of the grossest intemperance until his death. By my acquaintance with Mrs. Lawson and her daughter America, in

Virginia, the fact of separation was made known to me soon after the event. It was notorious in Lexington, that Gen. Lawson had made a deed of trust of all his property for the benefit of his wife and children. Mrs. Lawson and her family lived for some years on a small farm in the neighborhood of Lexington; afterwards she lived herself a while in Lexington. By report, Genl. Lawson died apart from the whole of his family. I was well acquainted with Joshua Lewis, esq., who (as I was myself a lawyer,) he lived in the county of Jessamine, in Kentucky, until his removal to Louisiana. I have no knowledge after I came to Kentucky, that Joshua Lewis ever went to the State of Ohio; and further this deponent saith not. GEO. M. BIBB.

United States of America,

State of Kentucky, county of Jefferson, ss:

I, G. J. Johnson, a justice of the peace and one of the judges of the county court of said county, do hereby certify, that on the thirteenth day of October, A. D. one thousand eight hundred and forty-one, at the residence of George M. Bibb, in the county and State aforesaid, being the time and place mentioned in the above caption, before me, came personally the above named George M. Bibb, and after being carefully examined and sworn to testify the truth, the whole truth, and nothing but the truth, in the causes aforesaid, did for himself, in my presence, subscribe the foregoing and annexed deposition, after the same had been reduced to writing by said deponent; that all of the erasures and interlineations in said deposition were made by said deponent before the signing of said deposition; that I am not of counsel or attorney for either of the parties in the causes aforesaid, or in any matter whatsoever interested in the event thereof; that no notice was given to the defendants or their attorney, as neither of them is within one hundred miles of the city of Louisville, county of Jefferson and State of Kentucky, the place of taking this deposition; and that the said George M. Bibb resides and lives at a greater distance than one hundred miles from the city of Columbus, in the district of Ohio; all which is certified at the city of Louisville aforesaid, in the county of Jefferson and State of Kentucky aforesaid, by me, this 13th day of October, 1841. Fee $5, paid by complainants.

G. J. JOHNSTON,
Justice of the peace and judge of the county court of said county.

Commonwealth of Kentucky, Jefferson county, sct:

I, Curran Pope, clerk of the county court for said county, do certify, that G. J. Johnston, esq., the subscriber to the foregoing certificate, is an acting justice of the peace in and for the county aforesaid, and one of the judges of the county court of said county, duly commissioned and sworn; and that full faith and credit are due to all his official acts as such.

In testimony whereof I have hereunto set my hand and affixed the seal of said county, this 13th day of October, 1841, and 50th [SEAL.] year of the commonwealth.

CURRAN POPE, *Clerk.*
By N. J. CARTNELL, *D. C.*

United States of America, State of Kentucky,
county of Fayette, sct:

Depositions of witnesses taken before me, one of the commonwealth justices of the peace in and for said county, duly commissioned, sworn, and acting as such, and by law, and by virtue of my said commission, one of the justices of the county court for said county, and acting as such, at the office of the clerk of the county court of Fayette county, in the city of Lexington and State aforesaid, on the 11th day of October, A. D. 1841, to be read in evidence on the part of the complainants in certain suits in chancery, now pending in the circuit court of the United States in and for the district of Ohio, wherein Peter K. Wagner, and Sidonia P. Wagner, his wife, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza C. Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, and Benjamin Franklin Lewis, citizens and inhabitants of the State of Louisiana, John Bowman, and Mary Pierce Bowman, his wife, citizens and inhabitants of the State of Tennessee, and George C. Thompson, a citizen and inhabitant of the State of Kentucky, are complainants; and John Baird, James W. Campbell, Thomas Jennings, Isaac E. Day, Duncan Evans, William King, Victor King, Samuel King, Absalom King, William Moore, and Christian Snediker, citizens and residents of the State of Ohio, are defendants; and which stands docketed thus: Theodore Lewis & als. vs. John Baird & als.; also the above named complainants against James Davis of Pike county, James Davis, Hannah Davis, Mary Davis, George Davis, Charlotte Davis, and Louisa Davis (minors,) and John Davis, and Botkin Davis, of Ross county, citizens and inhabitants of the State of Ohio, are defendants, which stands docketed thus: Theodore Lewis & als. vs. James Davis & als.; also the above named complainants against William Chandler, a citizen and inhabitant of the State of Ohio, which stands docketed thus: Theodore Lewis & als. vs. William Chandler; also the above named complainants against Peter Platter and others, defendants, which stands docketed thus: Theodore Lewis & als. vs. Peter Platter & als., in chancery; also the above named complainants against Samuel Corwine & als., defendants, which stands docketed thus: Theodore Lewis & als. vs. Samuel Corwine & als., in chancery; also the above named complainants against Presley Morris & als., defendants, which stands docketed thus: Theodore Lewis & als. vs. Presley Morris & als., in chancery.

Deposition of Jno. Hart.

The deposition of John Hart, of lawful age, who, having been duly sworn, deposes and saith, that he now resides in Fayette county, Kentucky, and has resided here for upwards of forty years; and previous thereto he resided in the town of Danville, in the county of Mercer; and, whilst residing there, he became acquainted with Gen. Robert Lawson, Col. George Nicholas, and Capt. James Speed. His first acquaintance with Gen'l Lawson, he thinks, commenced in the year 1794; at which time he was engaged in the practice of law, and was

somewhat successful in the practice. He afterwards became very intemperate, and continued so during the remainder of his life; so much so that deponent considered him, at times, perfectly deranged. Deponent does not think that General Lawson was qualified to transact business after the year 1795. Deponent further states that he was well acquainted with the handwriting of Col. George Nicholas; and that the signature of "*G. Nicholas*" to the indenture, bearing date 28th day of April, 1794, (at the top of the first page of which deponent has signed his name,) is in the proper handwriting of Col. George Nicholas, as well as the name of "*George Nicholas*" wherever it occurs in the body of said indenture, which is marked No. 1. Deponent further states, that the paper marked No. 2, (and on the margin of which he has also signed his name,) purporting to be an unexecuted deed of indenture, is *wholly* in the handwriting of said George Nicholas. Deponent was also well acquainted with the handwriting of Captain James Speed, and recognises the note at the bottom of the third page of the paper, marked No. 3, (and also signed by deponent,) and to which the name of "*Jas. Speed*" is signed, is in the handwriting of said James Speed, together with the signature; and further this deponent saith not.

JOHN HART.

Deposition of Chs. Carr.

Also, the deposition of Chas. Carr, taken at the same time and place, and to be read on the trial of same suits as the foregoing; the deponent being of lawful age, and first duly sworn, deposeth and saith, that he has examined the deed of indenture, dated 28th April, 1794, signed by "Ro. Lawson," "George Nicholas," and "Sarah Lawson," and marked at head of the first page thereof, (No. 1, John Hart,) and from his knowledge of the handwriting of Rob. Lawson and George Nicholas, recognises their signatures to said deed of indenture to be their own proper handwriting, respectively. Deponent also recognises the handwriting of two of the subscribing witnesses thereto, viz: James H. Stewart and Innis B. Brent, to be their own proper signatures; and believes the signature also of George Wilson, (another of the subscribing witnesses,) to be in his own handwriting. Deponent states that the said Ro. Lawson, Geo. Nicholas, Jas. H. Stewart, Innis B. Brent, and Geo. Wilson are all dead, and have been for many years. Deponent has examined the annexed deed of indenture, marked "*No 2, John Hart*," and unhesitatingly says, that it is wholly in the handwriting of George Ncholas. The letter of Robert Lawson to Col. Geo. Nicholas, dated "July 30, 1794," and marked "*No. 4, C. Carr*," and the letter of said Lawson to Colo. R. C. Anderson, dated July 31, 1794, and marked "*No. 5, C. Carr*," this deponent recognises to be in the proper handwriting of said Ro. Lawson, together with the signature of said Lawson to each of said letters. The deponent further states, that the paper marked "*No. 6, C. Carr*," purporting to be an assignment to Claborn Whitehead Lewis, and the power of atty. at-

tached thereto, are signed by said Lawson's own signature. Deponent has examined the paper marked "*No. 7, C. Carr,*" purporting to be "proposals to Mrs. Lawson from Ro. Lawson," and from his knowledge of the handwriting of Ro. Lawson, believes the body of said proposal to be in the handwriting of Ro. Lawson; and further this deponent saith not.

C. CARR.

Deposition of Danl. Bradford.

Also, the deposition of Danl. Bradford, taken on the 12th day of October, 1841, at the same place, and to be read in the same suits as the foregoing; the deponent being of lawful age, and first duly sworn, deposeth and saith, that the indenture marked "No. 1, John Hart," is signed in the proper handwriting of George Nicholas, dec'd; that the witnesses George Wilson, Jas. H. Stewart, and Innis B. Brent are in the proper handwriting of those three gentlemen; that the name of George Nicholas, which appears to have been inserted in blanks originally left in the draft of the instrument, is in the proper handwriting of the said George Nicholas, deceased; that a draft marked "No. 2, John Hart" is entirely in the handwriting of George Nicholas, deceased; that the note from Jas. Speed, marked "No. 3, John Hart," is in the proper handwriting of James Speed, deceased, both the body of the note and the signature; and further saith not,

DAN. BRADFORD.

Justice's fees (5 days) $5 00.—Clerk's fee $1.—$6 00, pd. by complts.

State of Kentucky, Fayette county, sct:

I, James L. Hickman, one of the commonwealth justices of the peace in and for the county aforesaid, duly commissioned, sworn, and acting as such, and by law, and by virtue of my said commission, one of the justices of the county court of said county, and acting as such, do certify, that, on the 11th and 12th days of October, 1841, at the office of the clerk of the county court of Fayette county, and State aforesaid, being the time and place mentioned in the above caption, before me personally came the above named John Hart, Charles Carr, and Daniel Bradford, and, after being carefully examined, cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth, in the causes aforesaid, did respectively, and each for himself, in my presence, subscribe the foregoing and annexed depositions, after the same had been reduced to writing by me, and the said deponents respectively; that I am not of counsel or attorney to either of the parties in the causes aforesaid, or in any manner whatsoever interested in the event thereof; that no notice was given on the defendants, or their attorney or attorneys, as neither of them is within one hundred miles of Lexington, the place of taking these depositions; and that the said John Hart, Charles Carr, and Daniel Bradford reside and live at a greater distance than one hundred miles from the city of Columbus, in the district of Ohio.

All which is certified at Lexington, Ky., in the county of Fayette aforesaid, by me, this 11th day of Nov'r, 1841.

JAMES L. HICKMAN, *J. P. F. C.*

State of Kentucky, Fayette county, sct:

I, James C. Rodes, clerk of county court, for the county aforesaid, do certify, that James L. Hickman, esq., whose name is signed to the above certificate, is now, and was at the time of signing the same, an acting justice of the peace in and for said county, duly appointed and qualified, according to law; and, as such, one of the justices of the county court of Fayette; and that full faith and credit is due to all his official acts.

In testimony whereof I have hereunto set my hand and affixed the seal of said county court, at the city of Lexington, Kentucky, [SEAL.] this 11th day of November, A. D. 1841, and of the commonwealth the 50th year. (Fee $1 00, paid by complainant.)

Att. J. C. RODES, *C. F. C. C.*

Exhibit No. 1, referred to in the foregoing deposition of John Hart.

Exhibit No. 1.

"No. 1, John Hart."—This indenture of three parts, made this 28th day of April, in the year of our Lord one thousand seven hundred and ninety-four, between Robert Lawson, of the county of Fayette and Commonwealth of Kentucky, of the first part, and Sarah, his wife, of the second part, and George Nicholas, (a trustee,) of the third part. Whereas a marriage has taken place between the said Robert Lawson and the said Sarah, his wife, and they have, for a considerable time past lived together in the habits of matrimony; and whereas some unhappy differences have lately arisen between the said Robert Lawson and the said Sarah, his wife, and they have mutually agreed to live separate and apart from each other, and, previous to such separation, he, the said Robert Lawson, hath consented thereto. Now this indenture witnesseth, that the said Robert Lawson, in pursuance of his aforesaid proposal and agreement, doth hereby, for himself, his executors, administrators, and for every of them, covenant, promise, and agree, to and with the said George Nicholas, (the trustee,) his executors, administrators, and assigns, and doth also agree with the said Sarah, his wife, in manner and form following, that is to say: That it shall and may be lawful to and for the said Sarah, his wife, and that he, the said Robert Lawson, shall and will permit and suffer the said Sarah, from time to time, and at all times, from henceforth during her natural life, to live separate and apart from him, and to reside and be in such place and places, and in such family and families, and with such relations, friends, and other persons, and to carry on such trade and business as she, the said Sarah, from time to time, at her will and pleasure, (notwithstanding her present coverture, and as if she were a feme sole and unmarried,) shall think fit; and that he, the said Robert Lawson, shall not nor will, at any time or times hereafter, compel her, the said Sarah, to co-

habit with him, or to sue, molest, disturb, or trouble her, from such living separate and apart from him, or any other person or persons whatsoever, for receiving, harboring, or maintaining her; nor shall, nor will, without the consent of the said Sarah, visit her, or knowingly come into any house or place where she shall or may dwell, reside, or be, nor send, or cause to be sent, any letter or message to her, nor shall or will at any time hereafter, claim or demand any money or monies, rings, jewels, plate, clothes, linen, woollen, household goods, or stock in trade, which she, the said Sarah, now hath in her custody, power, or possession, or which she shall or may, at any time hereafter, buy, or purchase, or which shall be devised or given to her, or shall otherwise acquire; and that she shall and may enjoy and absolutely dispose of the same as if she were a feme sole and unmarried. And whereas there is issue by the said marriage, two sons and a daughter. Now the said Robert Lawson doth covenant and agree, to and with the said George Nicholas, that it shall and may be lawful for the said Sarah to take with her, wh[illegible]he shall go or reside, the youngest of the two sons, called Columbus, and the said daughter, America Lawson, or to send them elsewhe[illegible] she, the said Sarah, shall think best; and that he will, and he doth hereby give and grant to the said Sarah, his full and whole power, strength and authority, as parent and guardian, to restrain, control, advise and direct, the said Columbus and America; and that he will not, during his natural life, or by his last will and testament, or otherwise, revoke, limit, or restrain the power and authority hereby given to the said Sarah, or in any manner interfere in the exercise of the same, or attempt so to do under any pretext or devise whatsoever. And the said Robert Lawson doth further covenant to and with the said George Nicholas, that he will not sue, molest, or disturb, in any manner or way, the said Columbus Lawson, or America Lawson, by reason, or because of their living separate from him, and under the guidance of the said Sarah, or of their obedience to her commands, under the authority hereby granted, or any other person or persons whatsoever, for receiving, harboring, or entertaining them, or either of them, under the same authority: Provided always, and it is the true intent and meaning of these presents, that the authority hereby granted to the said Sarah, so far as the same respects the said Columbus, shall determine and expire when he shall attain to the age of ten years, any thing herein contained to the contrary in any wise notwithstanding. And the said George Nicholas, for and in consideration of the covenants and agreements herein expressed to be done, observed, and kept, on the part of the said Robert Lawson, doth, for himself, his executors, and administrators, covenant, grant, and agree, to and with the said Robert Lawson, that the said Sarah shall agree to, and she doth hereby release and quit claim to the said Robert Lawson, all demand, action, and right of action, for her support and maintenance, and all alimony whatsoever, during her coverture; and that the said Robert Lawson shall be indemnified and kept harmless of and from all and any debts which the said Sarah may contract, and all costs, charges, and dam-

All which is certified at Lexington, Ky., in the county of Fayette aforesaid, by me, this 11th day of Nov'r, 1841.

JAMES L. HICKMAN, *J. P. F. C.*

State of Kentucky, Fayette county, sct:

I, James C. Rodes, clerk of county court, for the county aforesaid, do certify, that James L. Hickman, esq., whose name is signed to the above certificate, is now, and was at the time of signing the same, an acting justice of the peace in and for said county, duly appointed and qualified, according to law; and, as such, one of the justices of the county court of Fayette; and that full faith and credit is due to all his official acts.

In testimony whereof I have hereunto set my hand and affixed the seal of said county court, at the city of Lexington, Kentucky, [SEAL.] this 11th day of November, A. D. 1841, and of the commonwealth the 50th year. (Fee $1 00, paid by complainant.)

Att. J. C. RODES, *C. F. C. C.*

Exhibit No. 1, referred to in the foregoing deposition of John Hart.

Exhibit No. 1.

"No. 1, John Hart."—This indenture of three parts, made this 28th day of April, in the year of our Lord one thousand seven hundred and ninety-four, between Robert Lawson, of the county of Fayette and Commonwealth of Kentucky, of the first part, and Sarah, his wife, of the second part, and George Nicholas, (a trustee,) of the third part. Whereas a marriage has taken place between the said Robert Lawson and the said Sarah, his wife, and they have, for a considerable time past lived together in the habits of matrimony; and whereas some unhappy differences have lately arisen between the said Robert Lawson and the said Sarah, his wife, and they have mutually agreed to live separate and apart from each other, and, previous to such separation, he, the said Robert Lawson, hath consented thereto. Now this indenture witnesseth, that the said Robert Lawson, in pursuance of his aforesaid proposal and agreement, doth hereby, for himself, his executors, administrators, and for every of them, covenant, promise, and agree, to and with the said George Nicholas, (the trustee,) his executors, administrators, and assigns, and doth also agree with the said Sarah, his wife, in manner and form following, that is to say: That it shall and may be lawful to and for the said Sarah, his wife, and that he, the said Robert Lawson, shall and will permit and suffer the said Sarah, from time to time, and at all times, from henceforth during her natural life, to live separate and apart from him, and to reside and be in such place and places, and in such family and families, and with such relations, friends, and other persons, and to carry on such trade and business as she, the said Sarah, from time to time, at her will and pleasure, (notwithstanding her present coverture, and as if she were a feme sole and unmarried,) shall think fit; and that he, the said Robert Lawson, shall not nor will, at any time or times hereafter, compel her, the said Sarah, to co-

habit with him, or to sue, molest, disturb, or trouble her, from such living separate and apart from him, or any other person or persons whatsoever, for receiving, harboring, or maintaining her; nor shall, nor will, without the consent of the said Sarah, visit her, or knowingly come into any house or place where she shall or may dwell, reside, or be, nor send, or cause to be sent, any letter or message to her, nor shall or will at any time hereafter, claim or demand any money or monies, rings, jewels, plate, clothes, linen, woollen, household goods, or stock in trade, which she, the said Sarah, now hath in her custody, power, or possession, or which she shall or may, at any time hereafter, buy, or purchase, or which shall be devised or given to her, or shall otherwise acquire; and that she shall and may enjoy and absolutely dispose of the same as if she were a feme sole and unmarried. And whereas there is issue by the said marriage, two sons and a daughter. Now the said Robert Lawson doth covenant and agree, to and with the said George Nicholas, that it shall and may be lawful for the said Sarah to take with her, wheresoever she shall go or reside, the youngest of the two sons, called Columbus Lawson, and the said daughter, America Lawson, or to send them elsewhere, as she, the said Sarah, shall think best; and that he will, and he doth hereby give and grant to the said Sarah, his full and whole power, strength and authority, as parent and guardian, to restrain, control, advise and direct, the said Columbus and America; and that he will not, during his natural life, or by his last will and testament, or otherwise, revoke, limit, or restrain the power and authority hereby given to the said Sarah, or in any manner interfere in the exercise of the same, or attempt so to do under any pretext or devise whatsoever. And the said Robert Lawson doth further covenant to and with the said George Nicholas, that he will not sue, molest, or disturb, in any manner or way, the said Columbus Lawson, or America Lawson, by reason, or because of their living separate from him, and under the guidance of the said Sarah, or of their obedience to her commands, under the authority hereby granted, or any other person or persons whatsoever, for receiving, harboring, or entertaining them, or either of them, under the same authority: Provided always, and it is the true intent and meaning of these presents, that the authority hereby granted to the said Sarah, so far as the same respects the said Columbus, shall determine and expire when he shall attain to the age of ten years, any thing herein contained to the contrary in any wise notwithstanding. And the said George Nicholas, for and in consideration of the covenants and agreements herein expressed to be done, observed, and kept, on the part of the said Robert Lawson, doth, for himself, his executors, and administrators, covenant, grant, and agree, to and with the said Robert Lawson, that the said Sarah shall agree to, and she doth hereby release and quit claim to the said Robert Lawson, all demand, action, and right of action, for her support and maintenance, and all alimony whatsoever, during her coverture; and that the said Robert Lawson shall be indemnified and kept harmless of and from all and any debts which the said Sarah may contract, and all costs, charges, and dam-

ages, which can or may accrue to the said Robert Lawson by reason of such debts.

In witness whereof the said parties to these *presence* have hereunto interchangeably set their hands and affixed their seals the day and year first above written.

RO. LAWSON, [SEAL.]
G. NICHOLAS, [SEAL.]
SARAH LAWSON. [SEAL.]

Signed, sealed, and delivered in presence of us, as to Robert Lawson and George Nicholas, George Wilson, James H. Stewart, Innis B. Brent; as to Sarah Lawson, in the presence of Thomas Stewart, N. Melson, Mary Nicholas.

Exhibit No. 2.

Exhibit No. 2, referred to in the foregoing deposition of John Hart.

No. 2, John Hart.—This indenture of three parts, made this day of , 1794, between Robert Lawson, of the county of Fayette, of the first part, and Sarah, his wife, of the second part, and James Speed, George Thompson, Joseph Crockett, and George Nicholas, of third part. Whereas, by an indenture of three parts, bearing date the 28th day of April, 1794, made and executed between the said Robert Lawson of the first part, and the said Sarah of the second part, and the said George Nicholas of the third part, it was mutually agreed between the said Robert and Sarah, for the several reasons, considerations, and covenants, therein expressed, that they should, from thenceforward, live separate and apart from each other; that the said Sarah should be at full liberty to reside in such place or places as she might think proper, in the same manner as she might have done if she had been a feme sole; and that the said Sarah should be at liberty to take with her their daughter, America Lawson, and their son, Columbus Lawson, and have the sole care, direction, and management of the said America, and also of the said Columbus, until he should arrive at the age of ten years. And whereas, at the special instance and request of the said Robert Lawson, the said Sarah hath consented again to live and cohabit with the said Robert Lawson, and the said Sarah and George have consented to release and discharge the said Robert from his covenants contained in the said above recited deed.

Now this indenture witnesseth, that the said Robert Lawson, as well for and in consideration of the said Sarah's consenting again to live and cohabit with him, the said Robert; as also in consideration of the said Sarah and George consenting to release him from his covenants contained in the said deed; and also in consideration of the sum of five shillings to him, the said Robert, in hand paid by the said James Speed, &c., the receipt whereof the said Robert Lawson doth hereby acknowledge, and them thereof forever acquit and discharge, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said James Speed, &c., and unto the survivers and surviver

of them, the said James Speed, &c., and to their heirs, executors, administrators, and assigns, of them, their survivers and surviver, 150 acres of land, situate in the county of Fayette, being the land on which the said Robert now lives; also 2,000 acres of military land, situate on white oak creek, on the northwest side of the Ohio, being the land mentioned in the first entry made for the said Robert on the surveyor's books; also, the right and title in a tract or parcel of land, situate on Street-house creek, in the county of Amelia, and State of Virginia, being the land on which Elizabeth Jackson now lives; also, five thousand acres of land on the northwest side of the Ohio, being part of the land obtained by the said Robert for his military services, being part of 10,000 acres which have been laid off into lots of 1,000 acres each, and being the last entries made in the name of the said Robert in the office of the surveyor for the continental line; also, the following slaves, to wit: Trim, Milly, Jean, and Mira, and their future increase; and also the whole of the household and kitchen furniture of which the said Robert is now possessed; to have and to hold the above mentioned land, slaves, and personal property to them, the said James Speed, &c., their heirs and assigns, forever, and to the survivers and surviver of them, the said James Speed, &c., their heirs and assigns, forever. Nevertheless, to, for, and upon the trust, intent, and purposes hereinafter mentioned, expressed, and declared, of and concerning the same, that is to say, upon the special trust, that they, the said trustees, the said James Speed, &c., and the survivers and surviver of them, their heirs and assigns, shall permit the said Robert and Sarah Lawson, so long as they shall cohabit together; and the said Robert Lawson, if he should survive the said Sarah, and the said Sarah if she should again separate from the said Robert or survive the said Robert, to use, occupy, possess, and enjoy, during their natural lives, and the life of the surviver, under the exceptions above stated, to use, occupy, possess, and enjoy the 150 acres of land situate in Fayette, the slaves and the household and kitchen furniture above mentioned; that they will also convey the said 150 acres of land to either of the sons of the marriage that may be alive at the death of the said Sarah, to whom she may appoint the same to be conveyed by any instrument of writing under her hand, and attested by one witness, subject to the life estate therein of the said Robert, as above mentioned; that they will also convey to America Lawson, upon her attaining the age of twenty, or her marriage, the negro woman Mira, and her increase, and such of the household and kitchen furniture as the said Sarah shall direct; and also the tract of land in Amelia county, above mentioned, to the said America Lawson, and her heirs, forever; that they will also, after the death of the said Robert and Sarah, convey and deliver to the children of the said marriage, who shall be then living, such of the slaves and personal property above mentioned as shall be left at that time, to be equally divided between the said children, and the legal representatives of those who may be dead at that time, charging the said America with the slaves and personal property which she may receive as above directed; that they will also convey the 2,000

acres of land on White Oak creek, above mentioned, to either of the sons of the marriage to whom the said Sarah shall direct the same to be conveyed in the manner above directed, for the 150 acres of land situate in Fayette, unless the said trustees, the survivers or surviver of them, shall judge it proper at any time to dispose of any part or parts of the said 2,000 acres of land for the benefit and immediate use of the family of the said Robert and Sarah; in which case they shall have full power to dispose of any part or parts thereof, in any manner, and to apply the proceeds thereof for the benefit of the said family in any way that they may judge most proper; and that they will also convey to America Lawson, and her heirs, one thousand acres; to John Pierce Lawson, and his heirs, two thousand acres; and to Columbus Lawson, and his heirs, two thousand acres, of the five thousand acres of land above mentioned. And the said Robert Lawson, for himself, his heirs, executors, and administrators, doth hereby covenant, to and with the said James Speed, &c., their heirs and assigns, that he will, whenever thereunto reasonably requested, make any other and further assurance in law, which may be necessary to carry the true intent and meaning of this deed fully into effect, as well touching the land, slaves, and personal property above mentioned, as also respecting the covenants hereinafter made by the said Robert. And the said Robert doth also further covenant, to and with the said James Speed, &c., and their heirs, that he will, at no time hereafter, offer any personal violence or injury to the said Sarah, and that he will abstain from the intemperate use of every kind of spirituous liquor; and that if he should at any future time offer any personal violence or injury to the said Sarah, or should again addict himself to the intemperate use of spirituous liquors, that the said trustees, or any of them, shall have full power and authority to dispossess him, the said Robert, of the 150 acres of land situate in Fayette, and of the slaves and personal property above mentioned, and the same to deliver to the said Sarah, to be by her used, possessed, and enjoyed, in the same manner as she would have a right to use, possess, and enjoy them under this deed, if the said Robert Lawson had actually departed this life; and the said Robert Lawson doth also further covenant, to and with the said trustees, and their heirs, that if he shall again, at any time hereafter, offer any personal violence or injury to the said Sarah, or betake himself to the intemperate use of spirituous liquor, that the said Sarah shall be at full liberty to depart from him, and to live separate from him, and to carry and keep with her the above named America and Columbus Lawson, in as full and ample a manner as she could or might have done under the deed of the 28th day of April above mentioned; and the said Sarah and George Nicholas do hereby release and acquit the said Robert of all the covenants and agreements contained in the said deed of the 28th day of April, which are inconsistent and incompatible with the true intent and meaning of this deed. Provided, always, that the said James Speed, &c., shall only be answerable for wilful misconduct in the execution of the trust hereby reposed in them; and that neither of them shall be answerable for the

misconduct of either of the other trustees. Provided, always, that the said trust and powers hereby reposed in them shall cease, and be at an end, as soon as the purposes, for which the same were created and given shall have ceased and be at an end.

In witness whereof, the parties hereto have hereunto set their hands and affixed their seals, the day and year above written.

Signed, sealed, and acknowledged, in presence of—

Exhibit No. 3.

Exhibit No. 3, referred to in the foregoing deposition of Jno. Hart.

"Proposals to Mrs. Lawson from Ro. Lawson. To have made over in trust (Geo. Nicholas, James Speed, George Thompson, and Joseph Crockett, esqs., trustees,) 150 acres of land, the land on which I now live, during her natural life, with this proviso, that, at her death, the said land to be given to any of the sons, then alive, she may *chuse* to dispose of it to. Also 2,000 acres of military land N. W. of the Ohio, on White Oak creek, being the first entry made on the surveyor's books, with power to the trustees to dispose of the same, or any part thereof, if they see cause, for the emolument of the family; the whole of the household and kitchen furniture, with reservation of power to Mrs. Lawson to give such part thereof to America, as she may see cause, on her attaining the age of twenty-one years, or marriage. Also, the following negroes, viz: Milly, Jean, their future increase, and Trim. And at her death to be equally divided amongst the children then alive. Or, in case of death of either, their legal representative or representatives, having regard to the part America may then be possessed of. To America Lawson, by deed of gift, a young negro wench, named Mira, and future increase, when she attains the age of twenty-one years, or her marriage, to her and her heirs forever. Also, the tract of land in Amelia county, on Sweat House creek, on which Mrs. Eliza. Jackson, my mother, now lives, after the death of her, the said Eliza., by an ancient patent, 196 acres, when she shall, (as above,) to her, &c. Also, 1,000 acres of military land on the N. W. side of the Ohio, being part of ten thousand acres, laid off in 1,000 acre lots, to her, &c. To John Pierce Lawson two thousand acres of land, situate as aforesaid, to him and his heirs forever, when he attains the age of twenty-one years. To Columbus Lawson, two thousand acres of land, situate as aforesaid, to him, his heirs, &c., when, &c.

N. B. Provided always, that if the said Robert Lawson shall, at any time hereafter use or treat the said Sarah with personal violence, that, in such case, the said trustees are hereby authorized and empowered to put the said Sarah into possession of the property in trust made over to her; and that he, the said Robert, doth moreover covenant and agree, to and with the said trustees as aforesaid, on behalf of her, the said Sarah, that she may, in such case, either reside on the said plantation, or go elsewhere, as she may *chuse*, without the let, hindrance, or molestation of the said Robert in any respect whatever. And, moreover, if the said Robert shall, at any time hereafter, betake himself to the use of spiri-

tuous liquors, so as in any shape or instance to become obnoxious to the said Sarah, his wife, that, in such case, she hath, by these presents, free liberty from the said Robert to leave or go —— him, and reside where she may *chuse*, without, as aforesaid.

N. B. The lands given to the children may be designated by describing them as being the last entries made in my name in the books of the surveyor of the continental line, "No. 3, John Hart."

Madam, the General seems very anxious and uneasy to see you, and take you to himself again. Pray, let the articles be ready by 12 o'clock, when I shall call for them. I, at his request, have agreed to be a trustee.

Yr. vy. he. st. JA. SPEED.

(Endorsed:) "Mrs. Sarah Lawson."

Exhibit No. 4.

Exhibit "No. 4, C. Carr," referred [to] in the foregoing deposition of C. Carr.

FAYETTE, *July the* 30*th*, 1794.

D. SIR: By the inclosed letter from Colo. Anderson, I am informed that the expenses attendant on the two surveys of 1,000 acres each in my name amt. to $8.14.6, which he also informs me it is necessary should be paid previous to the delivery of the plats. As I have it not at present in my power to advance that sum in money, I should esteem it as a singular favor if you could accommodate the matter with him, and take out the plats as well of the abovementd. 2,000 acres, as that for 1,000 acres, also entered and surveyed in 1785, on Green river, in the name of my late brother, Benjamin Lawson, decd., and which, with some of his other military lands, I obtained of him for a tract of land he had of me in Pr. Edward county. If this accords with your friendly inclinations on the occasion, you will be pleased to make the proper use of the inclos'd order. The plats, when issued, I will make the necessary assignment of. My principal inducement in substituting the land on Green River is to enable you, by the sale of that, or the lands N. W. of the Ohio, to pay Pleasants' debt, and at the same time to save the family in our present exigencies, and which Mrs. Lawson will more particularly explain in her letter to your lady. The land on G. river lies within the State, and has been given in to the commissioner (Mr. McCauley) by me, as part of my taxable property. From what Mr. Massie informed me, I have much reason to believe that more land of my 10,000 acres N. W. of the Ohio hath been survey'd than what has been returned and recorded in the surveyor's office, owing to Mr. Foxe's death, shortly after his return from his last surveys in that quarter; but of this I expect to receive particular information shortly, and when rec'd, I will make to you the necessary communications. I candidly declare that it is with great constraint on my feelings, we are *inded* from the necessity of the case, to solicit such things as are greatly wanting at present; especially when I reflect that no part of the aforementioned land is disposed of. But if you will be so good as to oblige us,

I would wish you to sell any part of sd. land to reimburse yourself, altho' it should sell for a price inferior to its value, as I should have been obliged to have done the same thing, if it had not been placed where it now is. You will also greatly oblige me by your opinion, in writing, on the enclosed case, as it is a matter of much importance to me, viz: not less than £1,500 or £2,000. Mrs. Lawson and America join me in presenting our respectful compliments to Mrs. Nichols and family, and believe me, with great esteem, dr. sir, your mo. obdt.

RO. LAWSON."

(Endorsement:) "Colo. George Nicholas, Mercer county, by son John."

Exhibit No. 5.—C. Carr.

Exhibit No. 5, referred to in the foregoing deposition of C. Carr.

"JULY 31st, 1794.

D. SIR: You will oblige me by delivering to Colo. Nicholas, or order, the plats of the 2,000 acres of land entd. and recorded in my name in your office. Also, the plat of 1,000 acres on Green river, entered and surveyed in the name of my late brother, Benjn. Lawson, decd.

I am, dr. sir, your mo. obedt.,

RO. LAWSON."

(Endorsed:) "Colo. Richard C. Anderson."

Exhibit No. 7, referred to in the foregoing deposition of C. Carr.

Exhibit No. 7.

"Proposals to Mrs. Lawson, from Ro. Lawson, to have made over, in trust, (Geo. Nicholas, James Speed, George Thompson, and Joseph Crockett, esqs., trustees,) 150 acres of land, the land on which I now live, during her natural life, with this proviso, that at her death the said land to be given to any one of the sons, then alive, she may *chuse* to dispose of it to. Also, 2,000 acres of military land, northwest of the Ohio, on White Oak creek, being the first entries made in the surveyor's books, with power to the trustees to dispose of the same, or any part thereof, if they see cause, for the emolument of the family; the whole of the household and kitchen furniture, with a reservation of power to Mrs. Lawson to give such part thereof to America as she may see cause, on her attaining the age of twenty-one years, or marriage. Also, the following negroes, viz: Milly, Jean, their future increase, and Trim, and at her death to be equally divided amongst the children then alive, or in case of death of either, their legal representative or representatives, having regard to the part America may be then possessed of. To America Lawson, by deed of gift, a young negro wench, named Mira, and future increase, when she attains the age of twenty-one years, or on her marriage, to her and her heirs forever; also, the tract of land in Amelia county, on Sweat House creek, on which Mrs. Eliza. Jackson, my mother, now lives, after the death of her, the said Eliza., containing, by an *antient* patent, 196 acres, when she shall, (as above,) to her, &c.; also 1,000 acres of my military land, on

the northwest side of the Ohio, being part of 10,000 acres, laid off in 1,000 acre lots, to her, &c. To John Pierce Lawson, two thousand acres of land, situate as aforesaid, to him and his heirs forever, when he attains the age of twenty-one years. To Columbus Lawson, two thousand acres, situate as aforesaid, to him, his heirs, &c., when, &c. N. B. Provided, always, that if the said Robert Lawson shall, at any time hereafter, use or treat the said Sarah with personal violence, that in such case the said trustees are hereby authorized and empowered to put the said Sarah into possession of the property hereby, in trust, made over to her; and that the said Robert doth moreover covenant and agree, to and with the said trustees as aforesaid, on behalf of her, the said Sarah, that she may, in such case, either reside on the said plantation, or go elsewhere, as she may *chuse*, without the let, hindrance, or molestation, of the said Robert in any respect whatever. And moreover, if the said Robert shall, at any time hereafter, betake himself to the use of spirituous liquor, so as in any shape or instance to become obnoxious to the said Sarah, his wife, that in such case she has, by these presents, free liberty from the said Robert to go him, and reside where she may *chuse*, without, as aforesaid. N. B. The lands given to the children may be designated by describing them as being the last entries made in my name in the books of the surveyor of the continental line, No. 3, John Hart.

MADAM: The general seems very anxious and uneasy to see you, and take you to himself again. Pray let the articles be ready by 12 o'clock, when I shall come for them. I, at his request, have agreed to be a trustee. Yr. very humble servt.,

"JAMES SPEED."

(Endorsed.)—"Mrs. Sarah Lawson."

Deposition of Hugh Chrisman.

United States of America, State of Kentucky,
County of Jessamine, ss:

Deposition of Hugh Cushman, taken before me, Joseph C. Christopher, one of the judges of the county court of Jessamine county, at the house of Hugh Chrisman, in the county and State aforesaid, on the 8th day of October, A. D. 1841, to be read in evidence on the part of the complainants, in certain suits in chancery now pending in the circuit court of the United States in and for the district of Ohio, holden at the town of Columbus, wherein Peter K. Wagner, and Sidonia P. Wagner, his wife, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza C. Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, and Benjamin Franklin Lewis, citizens and inhabitants of the State of Louisiana, John Bowman, and Mary Pierce Bowman, his wife, citizens and inhabitants of the State of Tennessee, and George C. Thompson, a citizen and inhabitant of the State of Kentucky, are complainants, and John Baird, James W. Campbell, Thomas Jennings, Isaac E. Day,

Duncan Evans, William King, Victor King, William Moore, Samuel King, Absalom King, and Christian Snediker, citizens and residents of the State of Ohio, are defendants, docketed thus: Theodore Lewis and als. vs. John Baird and als., in chancery. Also, the abovenamed complainants against James Davis, of Pike county, James Davis, Hannah Davis, Mary Davis, George Davis, Charlotte Davis, and Louisa Davis, (minors,) and John Davis and Botkin Davis, of Ross county, citizens and inhabitants of the State of Ohio, are defendants, which stands docketed thus: Theodore Lewis and al. vs. James Davis and als., in chancery. And also the abovenamed complainants against William Chandler, a citizen and inhabitant of the State of Ohio, and which stands docketed thus: Theodore Lewis and als. vs. William Chandler, in chancery. The deponent being of lawful age, and first duly examined, cautioned, &c., to testify the truth, the whole truth, and nothing but the truth, deposeth and saith: that he lives over one hundred miles from the city of Columbus, in the State of Ohio; that he is seventy-two years of age; that he has resided in the State of Kentucky, Jessamine county, formerly Fayette county, since the year 1792, and that he has lived at his present residence ever since. Deponent states he was well acquainted with General Robert Lawson; that he first became acquainted with him in the year 1793 or '94; that at the time he became acquainted with General Lawson, he resided in the forks of Hickman, then Fayette county, now Jessamine county, and about five miles from the residence of deponent; that at that time General Lawson was an intemperate man, and continued to become more intemperate, and finally became excessively intemperate, and continued so until he left the neighborhood; that, during the time I knew him, I kept a distillery, and had frequent orders from General Lawson for whiskey, which was generally sent him in a small keg or jug. Deponent states that the common report in the neighborhood was, that he was disagreeable in his family; that he was sometimes employed to attend to business, but owing to his habits and the state of his mind, which had become considerably impaired, that they ceased to employ him entirely, considering him entirely disqualified from transacting business of any kind. Deponent further states, that from his knowledge of General Lawson, in the years '95 and '96, he would say that he was not capable of transacting his own business, or of making contracts of any kind. Deponent states that he has frequently seen General Lawson's handwriting, and from his recollection of the same, would state, after a minute examination of a certain document hereto annexed, and marked "A," and purporting to be a letter, but without signature, and dated Stephensville, Fayette county, June 18, 1794, is in the handwriting of said Robert Lawson, and from the resemblance of said handwriting to that of said Lawson, he believes it to be his; and further this deponent saith not.

HUGH CHRISMAN.

UNITED STATES OF AMERICA,

State of Kentucky, county of Jessamine, ss:

I, Joseph C. Christopher, one of the justices of the peace of the Commonwealth of Kentucky, in and for the county of Jessamine, duly commissioned and sworn, and acting as such, and by law, and by virtue of such my commission, one of the judges of the county court of said county, and acting as such, do certify, that on the 8th day of October, A. D. 1841, at the house of Hugh Chrisman, in the county and State aforesaid, being the time and place mentioned in the above caption, before me, came personally the above named Hugh Chrisman, and, after being carefully examined, cautioned, and sworn, to testify the truth, the whole truth, and nothing but the truth, in the causes aforesaid, did, for himself, in my presence, subscribe the foregoing and annexed deposition, after the same had been reduced to writing by me. That I am not of counsel or attorney to either of the parties in the causes aforesaid, nor in any manner whatsoever interested in the event thereof; that no notice was given to the defendants or their attorney, as neither of them is within one hundred miles of the house of Hugh Chrisman, the place of taking this deposition; and that the said Hugh Chrisman resides and lives at a greater distance than one hundred miles from the city of Columbus, in the district of Ohio. All of which is certified at the house of Hugh Chrisman aforesaid, in the county of Jessamine aforesaid, by me, this 8th day of October, A. D. 1841.

JOSEPH C. CHRISTOPHER, *J. P.* [SEAL.]

Note.—At the end of the 11th line, on page 2, of the foregoing deposition, is the following interlineation, made before the signing of the deposition, viz: (Examined, cautioned, and to testify the truth, the whole truth, and nothing but the truth.)

J. C. C., *J. P.*

Justice's fees paid by complainants, $1 00.

State of Kentucky, sct:

I, Daniel B. Price, clerk of the county court for the county aforesaid, do certify, that Joseph C. Christopher, esq., who signed the foregoing certificate, is, and was at the time of signing the same, an acting justice of the peace, and judge of the county court in and for the county aforesaid, duly commissioned and qualified according to law as such; and that full faith and credit is due, and ought to be given, to all his official acts as such.

In testimony whereof I have hereunto set my hand, and caused the seal of my office to be hereunto affixed, at Nicholasville, this [SEAL.] ninth day of October, one thousand eight hundred and forty-one.

Test: DANIEL B. PRICE, *Clerk, J. C. C.*

Note.—(And judge of the county court,) in above certificate, interlined by me. D. B. PRICE.

Exhibit A.

Exhibit A, referred to in the foregoing deposition of Hugh Chrisman.

"*Stephensville, Fayette county, June 18th,* 1794.

DR. SIR: Notwithstanding your not writing to me for many years past, I shall not govern myself any longer by such a ceremonious consideration, but freely open once more the door of epistolary correspondence; and should you prefer closing it at once, let the fault be yours, and not mine. Mrs. Harris' letter, by Mrs. Paine, was received by Sally, and, although she has written by this opportunity to her sister, still I refrain not from returning her, and Mr. William Robertson, my thanks for the affectionate expressions, (accompanied by Mr. R's gift,) therein contained. I trust Mr. Beverly Robertson received my letter by Mr. Thompson Taylor, of Caroline; should he have found that, by pursuing the mercantile line, more profit will result therefrom to him than by the drudgery of the law, in such belief he is unquestionably right in following the former in preference to the latter. The *stile* or diction of his *lre.* to me was, in my judgment, nervous and manly, and I hesitated not to conclude that experience would more mature his judgment, and enable him to do credit to his patron, who, whatever may be his eccentric genius, is confessedly a man of scientific parts. I wish to communicate to you a short account of family affairs, my health having *being* much impaired for a long time since my arrival in Kentucky, and, dubious as to the period of my final dissolution, I adopted the following manner of disposing of part of my temporal concerns: To Sally, (in trust,) the land on which I now live, for her life, with 3 negroes, and their increase, in case of survivorship, to be, at her death, equally divided amongst the surviving children, (Mr. Warden,) or their legal representatives; also two thousand acres of military land, part of which, or all if necessary, to be disposed of by the trustees for the emolument of my family, as circumstances might call for, and what remained undisposed of (as above) to be distributed amongst the living children, as she and the trustees may think then equitable. The whole of my household and kitchen furniture to her, with power to give to America, on marriage, or attaining 21 years of age, any part thereof she may think proper. To *America*, the land on which my mother lives, in Amelia, (at her death,) and for which I have been offered £300 in cash, by Capt. John Morton, one of the assessors in that district; this is not its value. Mira, with her increase, and one thousand acres of military land, with an equal chance for other property of mine, not as yet disposed of, in future. To John Pierce, two thousand acres of military land, with an equal dividend of perishable property on the death of Sally, Columbus the same. The land on which I now live, given in trust, (as before said, to Sally,) to be by her given to any one son then living, as she may direct. Well, after this, what have I left? 4,000 acres of military land, the quality and situation eligible, the value every day increasing by comparative observation. In addition to this, 730 acres, within 7 miles of the seat of Government, not of less value

than so many pounds. But, after this, I enclose you a case, on which you will oblige me by obtaining Mr. Warden's opinion respecting two improved *lotts*, in the town of Pocahontas. How they shall be disposed of, with the above 4,000 acres, future contingencies must govern."

Deposition of H. B. Cenas.

UNITED STATES OF AMERICA,

State of Louisiana, Parish of Orleans, ss:

Deposition of witnesses, taken before me, Alexander MacKenzie Buchanan, sole judge of the district court in and for the first judicial district of the State of Louisiana, (the same being a superior court of said State,) at the office of Hillary Breton Cenas, notary public, in the city of New Orleans, in the parish and State aforesaid, on the eighteenth day of November, anno domini 1841, to be read in evidence in certain suits in chancery, now pending in the circuit court of the United States, in and for the district of Ohio, wherein the following named persons are complainants and defendants, to wit: One certain suit, wherein Peter K. Wagner, and Sidonia P. Wagner, his wife, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza Cornelia Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, and Benjamin Franklin Lewis, citizens and inhabitants of the State of Louisiana, John Bowman, and Mary Pierce Bowman, his wife, citizens and inhabitants of the State of Tennessee, and George C. Thompson, a citizen and inhabitant of the State of Kentucky, are complainants, and John Baird, James W. Campbell, Thomas Jennings, Isaac E. Day, Duncan Evans, William King, Victor King, Samuel King, Absalom King, William Moore, and Christian Snediker, are defendants, and which stands docketed thus: Theodore Lewis and als. vs. John Baird, and als., in chancery.

Also, in a certain suit now pending in said court, wherein the above named complainants, inhabitants and citizens as aforesaid, are also complainants, and James Davis, of Pike county, James Davis, Hannah Davis, Mary Davis, George Davis, Charles Davis, and Louisa Davis, (minors,) and John Davis and Botkin Davis, of Ross county, inhabitants and citizens of the State of Ohio, are defendants, and which stands docketed thus: Theodore Lewis and als. vs. James Davis and als., in chancery.

Also, in a certain other suit now pending in the said court, wherein the above named complainants, citizens and inhabitants as aforesaid, are complainants, and William Chandler, an inhabitant and citizen of Ohio, is defendant, and which stands docketed thus: Theodore Lewis and als. vs. William Chandler, in chancery.

Also, in a certain other suit now pending in said court, wherein the above named complainants, inhabitants and citizens as aforesaid, are complainants, and Peter Platter, Christian Platter, Orange Hampton, William Campbell, William Row, Nathaniel Massie, Richard Kidder Massie, William Y. Strong, and Nancy Strong, his wife, and Henry Massie, inhabitants and citizens of the State of Ohio, are defendants,

and which stands docketed thus: Theodore Lewis and als. vs. Peter Platter and als., in chancery.

Also, in a certain other suit now pending in said court, wherein the above named complainants, citizens and inhabitants as aforesaid, are complainants, and Samuel Corwine, George Corwine, Amos Corwine, Thomas Day, jr., John Hatfield, Thomas Wilson, John Wilson, Nathaniel Massie, Richard Kidder Massie, William Y. Strong, and Nancy Strong, his wife, and Henry Massie, inhabitants and citizens of the State of Ohio, are defendants, and which stands docketed thus: Theodore Lewis and als. vs. Samuel Corwine and als., in chancery.

And, also, in a certain other suit now pending in said court, wherein the above named complainants, citizens and inhabitants as aforesaid, are complainants, and Presley Morris, Nancy Reives, James Steele, Levi Anderson, Joshua Robinson, John Robinson, Alexander Manary, Jane McCrary, Elizabeth Manary, Thomas Steele, Mary Steele, James Manary, Nathaniel Massie, Richard Kidder Massie, William Y. Strong, and Nancy Strong, his wife, and Henry Massie, inhabitants and citizens of the State of Ohio, are defendants, and which stands docketed thus: Theodore Lewis and als. vs. Presley Morris and als., in chancery.

Hillary Breton Cenas, a witness sworn and examined on behalf of the complainants, deposeth and saith, that he is aged about thirty-six years; he has lived from infancy in New Orleans—has been intimately acquainted with the late Judge Lewis, of said city, and the family of Judge Lewis, from his earliest recollection. The children of the said Judge Joshua Lewis, and of America Lawson, his wife, the complainants in the above named suits in chancery, are named as follows: Sidonia P., John Lawson, Louisa Maria, Theodore, Eliza Cornelia, Alfred J., John Hampden, Algernon Sidney, George Washington, and Benjamin Franklin; deponent has carefully examined certain family records contained in a bible and a book of common prayer, now in the possession of said complainants in New Orleans, and has made the following extracts, which are true copies of the entries in said family records, to wit, from the book of common prayer, which belonged to General Robert Lawson, printed in Cambridge, England, by Joseph Bentham, printer to the university, in 1764, "cum privilegio:" Robert Lawson, son of Benjamin and Elizabeth Lawson, was born on the 23d day of January, one thousand seven hundred and forty-eight, and was married to Sarah, the daughter of Mr. John Pierce, and Sarah, his wife, on the 13th day of November, 1769. Sarah Meriweather Lawson, daughter of the above named Robert and Sarah, was born on the 13th day of September, 1770, and departed this life the 19th day of April, 1771; America Lawson, daughter of the above named Robert and Sarah, was born the 22d day of January, 1778, on Thursday; John Pierce Lawson, son of Robert and Sarah Lawson, was born Friday, in the morning, February the 23d, 1781; Arria Lawson, the third daughter of Robert and Sarah Lawson, was born Monday, early in the morning, the 14th day of March, 1785, and departed this life on the 24th day of October, 1787, aged two years seven months and ten days. Remem-

ber! she is not lost, but taken away from the evil to come.—Isa., LVII., 1.

> Happy the babe who, privileged by fate,
> To shorten labor and a lighter weight,
> Received but yesterday the gift of breath,
> Ordered to-morrow to return to death.

Columbus Lawson, second son of Sarah and Robert Lawson, was born on Tuesday, about 12 o'clock, August the 11th, 1789, at Mrs. Todd's, shortly after our arrival in the district of Kentucky. Deponent says, that the foregoing entries, according to comparison, appear to be in the handwriting of Gen'l Robert Lawson. The following are extracted from the old family Bible of Joshua Lewis, printed in Oxford, England, by Mark Basket, printer to the university, MDCCLXV. Joshua Lewis was born on the 25th day of October, 1772, and married America Lawson the 23d day of December, 1797, who was born the 22d day of January, 1778. Sidonia Pierce Lewis, (their daughter,) was born on the 22d day of October, 1798; John Lawson Lewis was born the 26th March, 1800; Louisa Maria Lewis was born the 11th October, 1801; Theodore Lewis was born the 18th of April, 1803; Eliza Lewis was born the 27th December, 1804. Deponent says, that the foregoing entries are in the handwriting of the late Judge Joshua Lewis, with which he is well acquainted. The following entries, in the same record, are in the handwriting of Mrs. America Lewis: ——— Lewis was born the 28th of March, 1807, early on Saturday morning, and departed this life on Sunday, 5th of April, just at sunset, aged nine days. "Suffer little children to come unto me, and forbid them not, for of such is the Kingdom of God." Alfred Lewis was born 29th day of September, 1808; Hampten and Sidney Lewis, born 14th September, 1810, at half-past nine on Friday morning, at an interval of half an hour; George Washington Lewis was born the 24th March, 1814, on Thursday; Columbus Lawson Lewis was born 16th February, 1817, on Sunday, and departed this life May 19th, 1819, aged two years three months and three days; Benjamin Franklin Lewis was born October 20th, 1818, on Tuesday.

Deponent further saith, that Judge Joshua Lewis died at New Orleans, on the 5th June, 1833; that Mrs. America Lewis died on the 1st October, 1830.

Deponent is a notary public in the city of New Orleans, and is accustomed to examine and judge of handwritings. From internal evidence, he is convinced that the entries in the several books mentioned were made many years since, say as far back as the dates which they respectively bear. He can testify, from personal knowledge, to the handwriting of Joshua Lewis and of his wife; and as to the handwriting of the entries in the common prayer book belonging to the late General Robert Lawson, he has compared the same with letters, and signatures in old books, of said Robert Lawson, and has no hesitation in pronouncing them to have been written by the same hand.

H. B. CENAS.

I, Alexander McKenzie Buchanan, judge of the first judicial district of the State of Louisiana, and sole judge of the district court in and for said district, the same being a superior court of said State, do hereby certify, that on the eighteenth day of November, anno domini 1841, at the office of Hilary Breton Cenas, notary public in the city of New Orleans, in the parish of Orleans, State of Louisiana, being the time and place mentioned in the above caption, before me personally came the above named Hilary Breton Cenas, and after being carefully examined, cautioned, and sworn, to testify the truth, the whole truth, and nothing but the truth in the several causes aforesaid, did in my presence, subscribe the foregoing and annexed deposition, after the same had been reduced to writing by me; that I am not of counsel or attorney to either of the parties in the causes aforesaid, or in any manner whatsoever interested in the event thereof; that no notice was given to the defendants or their attorney, as neither of them is within one hundred miles of New Orleans, the place of taking this deposition, and that the said Hilary Breton Cenas resides and lives at a greater distance than one hundred miles from the city of Columbus, in the district of Ohio; I further certify, that I have compared the extracts above contained from the family bible of Joshua Lewis, and the common prayer book of Robert Lawson, with the original entries in said book, and find them to be true copies of said entries. All which is certified at New Orleans aforesaid, in the parish of Orleans aforesaid, by me, this eighteenth day of November, anno domini 1841.

A. M. BUCHANAN,
First judicial district of La.

State of Louisiana, first judicial district court:

I, Prosper Le Blanc, deputy clerk of the first judicial district court of the State of Louisiana, do hereby certify, that the honorable Alexander McKenzie Buchanan, whose named is signed to the foregoing certificate is the sole judge of this court, and that said court is a court of record.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, in the city of New Orleans, on this nineteenth day of November, in the year of our Lord one thousand
[SEAL.] eight hundred and forty-one, and in the sixty-sixth year of the independence of the United States.

P. LE BLANC, *Deputy clerk.*

United States of America, State of Louisiana:

By A. B. Roman, governor of the State of Louisiana.

These are to certify, that Alexander McKenzie Buchanan, whose name is subscribed to the instrument of writing herein annexed, is now, and was at the time of signing the same, sole judge of the first judicial court of the State of Louisiana, the same being a superior court of said State, that his signature is genuine, and that all his official acts as such are entitled to full faith and credit.

Given at New Orleans, under my hand, and the seal of the State, this nineteenth day of November, one thousand eight hundred and [SEAL.] forty-one, and of the independence of the United States the sixty-sixth.

A. B. ROMAN.

By the governor.

LEVI PEIRCE,
Secretary of State.

Deposition of R. S. Todd.

United States of America, State of Kentucky,
county of Fayette, sct:

Deposition of witnesses, taken before me, (one of the justices of the peace of the commonwealth of Kentucky, in and for the county aforesaid, duly commissioned, sworn, and acting as such, and by law, and by virtue of my said commission, one of the justices of the county court aforesaid,) at the office of the clerk of the county court of Fayette county, in the city of Lexington, and State aforesaid, on the 7th day of October, 1841, to be read in evidence on the part of the complainants in certain suits in chancery, now pending in the circuit court of the United States, in and for the district of Ohio, wherein Peter Wagner, and Sidonia P. Wagner, his wife, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza C. Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, and Benjamin Franklin Lewis, citizens and inhabitants of the State of Louisiana, John Bowman, and Mary Pierce Bowman, his wife, citizens and inhabitants of the State of Tennessee, and George C. Thompson, a citizen and inhabitant of the State of Kentucky, are complainants; and John Baird, James W. Campbell, Thomas Jennings, Isaac E. Day, Duncan Evans, William King, Victor King, Samuel King, Absalom King, William Moore & Christian Snediker, citizens and inhabitants of the State of Ohio, are defendants, and which stands docketed thus: Theodore Lewis & als. vs. John Baird & als., in chancery; also the above named complainants against James Davis of Pike county, James Davis, Hannah Davis, Mary Davis, George Davis, Charlotte Davis, and Louisa Davis, (minors,) and John Davis, and Botkin Davis of Ross county, citizens and inhabitants of the State of Ohio, which stands docketed thus: Theodore Lewis & als. vs. James Davis & als.; also the above named complainants against William Chandler, a citizen and inhabitant of the State of Ohio, which stands docketed thus: Theodore Lewis & als. vs. William Chandler; also the above named complainants against Peter Platter and others, defendants, which stands docketed thus: Theodore Lewis & als. vs. Peter Platter and als., in chancery; also the above named complainants against Samuel Corwin & als., defendants, which stands docketed thus: Theodore Lewis & als. vs. Samuel Corwine & als., in chancery; also the above named complainants against Presley Morris & als., which stands docketed thus: Theodore Lewis & als. vs. Presley Morris & als., in chancery.

This deponent being of lawful age, and being first duly sworn, deposeth and saith, that he is the son of Levi Todd, deceased, late clerk of the county court of Fayette, in the State of Kentucky; that he was familiar and intimately acquainted with his handwriting, so much so, as to enable him to distinguish it from that of any other person; that he has been shewn the enclosed paper, marked (No. 1, October 7, 1841, R. S. Todd,) containing eight written pages, at the top of each of which he has signed his name, thus, ("R. S. Todd,") officially attested by the said Levi Todd, and that he knows that the said signature is the proper handwriting and signature of the said Levi Todd; that he does not know the handwriting composing the body of the copied instrument. That the said Levi Todd was the clerk of the court of Fayette, from the time the *county* was legally established until his death, which took place in August or September, 1807.

This deponent has been shown the enclosed paper, containing seven pages of writing, at the top of each of which he has in like manner written his name, and at the bottom of the seventh page written thus, (No. 2, October 7, 1841, R. S. Todd;) that the first page, and the first 27 lines of the second page, is in a handwriting that he cannot identify; but that the remainder of said writing, with the official certificate and signature, is in the proper handwriting of the said Levi Todd; and further this deponent saith not.

R. S. TODD.

Deposition of Dan'l Bradford.

Also the deposition of Dan'l Bradford, esq., taken at the same time and place, and to be read in the same suits as the foregoing.

The deponent being of lawful age, and first duly sworn, deposeth and saith, being interrogated, that he has examined the paper referred to by R. S. Todd in his deposition above; that he is well acquainted with the handwriting of Levi Todd, who was the clerk of the Fayette county court; that, in his opinion, the signature of Lewis Todd, C. F. C., and the part mentioned by the deponent R. S. Todd, are in the handwriting of the said Levi Todd, dec'd. That the deponent was well acquainted with N. Nelson, Hy. Speed, and R. C. Nicholas, three of the witnesses as represented in said writing, and that he believes the said witnesses have all departed this life. He was also acquainted with Gen'l Robert Lawson, although not intimately. He does not know the fact, but has often heard and believes, that his mind was, in 1795 and 1796, much impaired, as this deponent understood, by intoxication; and further saith not.

DAN'L BRADFORD.

Deposition of F. L. Turner.

Also the deposition of Fielding L. Turner, taken at the same time and place as the foregoing, and to be read in the same suits as the preceding.

The deponent being of lawful age, and first duly sworn, deposeth

and saith, that he was a deputy clerk in the office of the Fayette county court in the years 1795, 1796, and part of 1797, and being now shown the two papers referred to in the deposition of Rob. S. Todd, he says, that Levi Todd was the clerk of that county, and that the signature attesting the said copy No. 2 is in the handwriting of said Levi Todd. The first and 2d pages, down to the 27th line, is in the handwriting of this witness, and the rest of it is that of the said Levi Todd. That the paper No. 1, as attested by Levi Todd, is in the handwriting of said Todd. That another paper, in eight pages, appears to be a copy from the original deed, and is in the handwriting of this witness; and the certificate appended thereto, signed by Walter Carr, as presiding justice, this witness believes to be the true signature of said Carr. He knows said Carr was a justice of the county court, and he has often seen him write. The said paper, in eight pages, is marked, (F. L. Turner,) on the first and last pages. He believes all the parties to said deed are dead, and the witnesses thereto he has not seen for many years, except Rob. Nicholas, who went to Mexico a few years ago, and was passenger from Louisville to New Orleans on the same steamer with this witness, and he has heard that Nicholas died either in Mexico or Texas.

This witness being asked, says, it was not usual to affix the seal of the court to any copies of records or papers, unless they were intended to be taken out of the State, the official signature of the clerk being sufficient evidence within the State; and further saith not.

F. L. TURNER.

United States of America,
State of Kentucky, county of Fayette, sct:

I, James L. Hickman, one of the Commonwealth's justices of the peace, in and for the county aforesaid, duly commissioned, sworn, and acting as such, and by law and by virtue of my said commission, one of the justices of the county court aforesaid, do certify, that on the 7th day of October, 1841, at the office of the clerk of the county court of Fayette county, in the city of Lexington, and State aforesaid, being the time and place mentioned in the above caption, before me, came personally the above named Robt. S. Todd, Dan'l Bradford, and Fielding L. Turner, and after being carefully examined, cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth, in the causes aforesaid, did *did* respectively, and each for himself, in my presence subscribe the foregoing depositions, after the same had been reduced to writing by said deponents respectively, with the exception of the captions thereof, which was reduced to writing by me; that I am not of counsel or attorney to either of the parties in the cause or causes aforesaid, or in any manner whatsoever interested in the event thereof; that no notice was given to the defendants, or their attorney, as neither of them is within one hundred miles of Lexington, the place of taking these depositions; and that the said Robert S. Todd, Dan'l Bradford, and Fielding L. Turner reside and live at a greater distance than one hundred miles from the city of Columbus, in the district of Ohio. All

of which is certified at Lexington aforesaid, in the county of Fayette aforesaid, by me, this 8th day of October, A. D. 1841.

JAMES L. HICKMAN, *J. P. F. C.*

Justice's fee, 2 days, $2, paid by Theo. Lewis, one of the compltS.

JAMES L. HICKMAN, *J. P.*

Commonwealth of Kentucky, Fayette county, to wit:

I, James C. Rodes, clerk of the county court, for the county aforesaid, do certify, that James L. Hickman, esq'r, whose name is signed to the above certificate, is now, and was at the time of signing the same, an acting justice of the peace, in and for the county of Fayette, duly appointed, commissioned, and sworn, agreeably to law, and as such full faith and credit should be given to all his official acts as such.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, at the city of Lexington, Kentucky, this [SEAL.] 8th day of October, 1841, and of the Commonwealth the 50th year.

Attest: J. C. RODES, *C. F. C.*

Fees - - - $1 00.

Exhibit "No. 1—R. S. Todd."

Exhibits referred to in the foregoing depositions.

This indenture of three parts, made this fourth day of June, 1794, between Robert Lawson, of the county of Fayette, of the first part, and Sarah, his wife, of the second part, and James Speed, George Thompson, Joseph Crockett, and George Nicholas, of the third part. Whereas, by an indenture of three parts, bearing date the 28th day of April, 1794, and made and executed between the said Robert Lawson, of the first part, and the said Sarah, of the second part, and the said George Nicholas, of the third part, it was mutually agreed between the said Robert and Sarah, for the several reasons, considerations, and covenants therein expressed, that they should from thence forward live separate and apart from each other; that the said Sarah should be at full liberty to reside in such place or places as she might think proper, in the same manner as she might have done if she had been a feme sole; and that the said Sarah should be at liberty to take with her their daughter America Lawson, and their son Columbus Lawson, and have the sole care, direction, and management of the said America, and also of the said Columbus, until he should arrive at the age of ten years. And whereas, at the special instance and request of the said Robert Lawson, the said Sarah has consented again to live and cohabit with the said Robert Lawson; and the said Sarah and George have consented to release and discharge the said Rob't from his covenants contained in the said above mentioned deed. Now this indenture witnesseth, that the said Robert Lawson, as well for and in consideration of the said Sarah's consenting again to live and cohabit with him, the said Robert, as also in consideration of the said Sarah and George consenting to release him from his covenants contained in the said deed; and, also, in consideration of the sum of five shillings to him, the said Robert, in hand paid by the said

James Speed, George Thompson, Joseph Crockett, and George Nicholas, the receipt whereof the said Robert Lawson doth hereby acknowledge, and them thereof forever acquit and discharge, hath granted, bargained, and sold, and, by these presents, doth grant, bargain, and sell, unto the said Jas. Speed, Geo. Thompson, Jos. Crockett, and Geo. Nicholas, and unto the survivers and surviver of them, the said Jas. Speed, Geo. Thompson, Jos. Crockett, and Geo. Nicholas, and to their heirs, executors, and administrators, and assigns of them, their survivers and surviver; one hundred and fifty acres of land, situate in the county of Fayette, being the land on which the said Robert now lives; also two thousand acres of military land, situate on White Oak creek, on the northwest side of the Ohio, being the land mentioned in the first entry made for the said Robert on the surveyor's books; also his right and title to a tract of land, situate on Sweat-house creek, in the county of Amelia, and State of Virginia, being the land on which Elizabeth Jackson now lives; also five thousand acres of land on the northwest side of the Ohio, being part of the land obtained by the said Robert for his military services, being part of ten thousand acres which have been laid off into lots of one thousand acres each; and being the last entries made in the name of the said Robert, in the office of the surveyor for the continental line; also, the following slaves, to wit: Trim, Milly, Jean, and Mira, and their future increase; and also the whole of the household and kitchen furniture of which the said Robert is now possessed; to have and to hold the above mentioned lands, slaves, and personal property to them, the said James Speed, George Thompson, Jos. Crockett, and Geo. Nicholas, their heirs and assigns, forever, and to the survivers and surviver of them, the said Jas. Speed, Geo. Thompson, Joseph Crockett, and Geo. Nicholas, their heirs and assigns, forever. Nevertheless, to, for, and upon the trusts and purposes hereinafter mentioned, expressed, and declared, of and concerning the same, that is to say: upon this special trust, that they, the said trustees, Jas. Speed, Geo. Thompson, Jos. Crockett, and Geo. Nicholas, and the survivers and surviver of them, their heirs or assigns, shall permit the said Robert and Sarah Lawson, so long as they shall cohabit together, and the said Robert Lawson, if he should survive the said Sarah, and the said Sarah, if she should again separate from the said Robert, or survive the said Robert, to use, occupy, enjoy, and possess, during their natural lives, and the life of the surviver, under the exceptions above stated, the one hundred and fifty acres of land, situate in Fayette, the slaves and the household and kitchen furniture above mentioned; that they will also convey the said one hundred and fifty acres of land to either of the sons of the marriage that may be alive at the death of the said Sarah, to whom she may appoint the same to be conveyed by any instrument of writing under her hand, and attested by one witness, subject to the life estate therein of the said Robert as above mentioned; that they will also convey to America Lawson, upon her attaining the age of twenty, or her marriage, the negro woman Mira, and her increase, and such of the household and kitchen furniture as the said Sa-

rah shall direct, and also the tract of land in Amelia county, above mentioned, to the said America, and her heirs forever; that they will also, after the death of the said Robert and Sarah, convey and deliver to the children of the said marriage, who shall be then living, such of the slaves and personal property above mentioned as shall be left at that time to be equally divided between the said children, and the legal representatives of those who may be dead at that time, charging the said America with the slaves and personal property which she may receive as above directed; that they will also convey the two thousand acres of land on White Oak creek, above mentioned, to either of the sons of the marriage, to whom the said Sarah shall direct the same to be conveyed, in the manner above directed, for the one hundred and fifty acres of land situate in Fayette; unless the said trustees, the survivers or surviver of them, shall judge it proper at any time to dispose of any part or parts of the said two thousand acres of land for the benefit and immediate use of the family of the said Robert and Sarah; in which case they shall have full power to dispose of any part or parts thereof in any manner, and to apply the proceeds thereof for the benefit of the said family, in any way that they may judge most proper; and they will also convey to America Lawson, and her heirs, one thousand acres; to John Pierce Lawson, and his heirs, two thousand acres; and to Columbus Lawson, and his heirs, two thousand acres, of the five thousand acres of land above mentioned; and the said Robert Lawson, for himself, his heirs, executors, and administrators, doth hereby covenant, to and with the said James Speed, Geo. Thompson, Jos. Crockett, and George Nicholas, their heirs and assigns, that he will, whenever thereunto reasonably requested, make any other and further assurances in law, which may be necessary, to carry the true intention and meaning of this deed fully into effect, as well touching the lands, slaves, and personal property, above mentioned, as also respecting the covenants hereinafter made by the said Robert; and the said Robert doth also further covenant, to and with the said James Speed, Geo. Thompson, Joseph Crockett, and Geo. Nicholas, and their heirs, that he will at no time hereafter offer any personal violence or injury to the said Sarah; and that he will abstain from the intemperate use of every kind of spirituous liquor; and if he should, at any time hereafter, again offer any personal violence or injury to the said Sarah, that the said trustees, or any of them, shall have full power and authority to dispossess him, the said Robert, of the one hundred and fifty acres of land situate in Fayette, and of the slaves and personal property above mentioned, and the same to deliver to the said Sarah, to be by her used, possessed, and enjoyed, in the same manner as she would have a right to use, possess, and enjoy them under this deed, if the said Robert had actually departed this life.

And the said Robert Lawson doth also further covenant, to and with the said trustees and their heirs, that if he shall, at any time hereafter, offer any personal violence or injury to the said Sarah, or betake himself to the intemperate use of spirituous liquors, that the said Sarah shall

be at full liberty to depart from him, and to live separate from him, and to carry and keep with her the above named America and Columbus Lawson, in as full and ample a manner as she could or might have done under the deed of the 28th day of April, above mentioned. And the said Sarah and George Nicholas do hereby acquit and release the said Robert of all the covenants and agreements contained in the said deed of the 28th of April, which are inconsistent and incompatible with the true intent and meaning of this deed: Provided, always, that the said Jas. Speed, Geo. Thompson, Joseph Crockett, and George Nicholas, shall only be answerable for wilful misconduct in the execution of the trust hereby reposed in them, and that neither of them shall be answerable for the misconduct of either of the other trustees: Provided, also, that the trust and powers reposed in them shall cease, and be at an end, as soon as the purposes for which the same were created and given shall have ceased and be ended.

In witness whereof, the parties have hereunto set their hands and affixed their seals, the day and year above written.

A copy: LEVI TODD, *C. F. C.*"

"No. 1, Oct'r 7, 1841. R. S. TODD."

Exhibit No. 2.

("R. S. Todd.") This indenture, of three parts, made this fourth day of June, one thousand seven hundred and ninety-four, between Robert Lawson, of the county of Fayette, of the first part, and Sarah, his wife, of the second part, and James Speed, George Thompson, Joseph Crockett, and George Nicholas, of the third part: Whereas, by an indenture of three parts, bearing date the 28th day of April, 1794, made and executed between the said Robert Lawson, of the first part, and the said Sarah of the second part, and the said George Nicholas of the third part, it was mutually agreed between the said Robert and Sarah, for the several reasons, considerations, and covenants, therein expressed, that they should thenceforward live separate and apart from each other; that the said Sarah should be at full liberty to reside in such place or places as she might think proper, in the same manner as she might have done if she had been a feme sole; and that the said Sarah should be at full liberty to take with her their daughter, America Lawson, and their son, Columbus Lawson, and have the sole care, management, and direction of the said America, and also of the said Columbus, until he should arrive at the age of ten years; and whereas, at the special instance and request of the said Robert Lawson, the said Sarah has consented again to live and cohabit with the said Robert Lawson, and the said Sarah and George have consented to release and discharge the said Robert from his covenants contained in the said above mentioned deed.

Now, this indenture witnesseth, that the said Robert Lawson, as well for and in consideration of the said Sarah's again consenting to live and cohabit with him, the said Robert, as also in consideration of the said Sarah and George consenting to release him from his covenants contained in the said deed, and also in consideration of the sum of five shillings

to him, the said Robert, in hand paid by the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, the receipt whereof the said Robert Lawson doth hereby acknowledge, and them thereof forever acquit and discharge, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, and unto the survivors and survivor of them, the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, and to the heirs, executors, administrators, and assigns, of them, their survivors and survivor, one hundred and fifty acres of land, situate in the county of Fayette, being the land on which the said Robert now lives. Also, two thousand acres of military land, situate on White Oak creek, on the northwest side of the Ohio, being the land mentioned in the first entry made for the said Robert on the surveyor's books; also, his right and title to a tract or parcel of land situate on White House creek, in the county of Amelia, and State of Virginia, being the land on which Elizabeth Jackson now lives; also, five thousand acres of land on the northwest side of the Ohio, being part of the land obtained by the said Robert for his military services, being part of ten thousand acres, which have been laid off in lots of one thousand acres each, and being the last entries made in the name of the said Robert, in the office of the surveyor for the continental line; also, the following slaves, to wit, Trim, Milly, Jean, and Mira, and their future increase; and also the whole of the household and kitchen furniture, of which the said Robert is now possessed: To have and to hold the above mentioned lands, slaves, and personal property, to them, the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, their heirs and assigns, forever. Nevertheless, to, for, and upon the trusts, intents, and purposes hereinafter mentioned, expressed, and declared, of and concerning the same; that is to say, upon this special trust, that they, the said trustees, the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, and the survivors and survivor of them, their heirs and assigns, shall permit the said Robert and Sarah Lawson, so long as they shall cohabit together; and the said Robert, if he should survive the said Sarah, and the said Sarah, if she should again separate from the said Robert, or survive the said Robert, to use, occupy, possess, and enjoy, during their natural lives, and the life of the survivor, under the exceptions above stated, the one hundred and fifty acres of land situate in Fayette, the slaves, and the household and kitchen furniture above mentioned; that they will also convey the said one hundred and fifty acres of land to either of the sons of the marriage that may be alive at the death of the said Sarah, to whom she may appoint the same to be conveyed by any instrument of writing under her hand, and attested by one witness, subject to the life estate therein of the said Robert, as above mentioned; that they will also convey to America Lawson, upon her attaining the age of twenty, or her marriage, the negro woman Mira and her increase, and such of the household and kitchen furniture as the said Sarah shall direct; and also the tract of land in Amelia county, above mentioned,

to the said America and her heirs, forever; that they will, also, after the death of the said Robert and Sarah, convey to the children of the said marriage, who shall be then living, such of the slaves and personal property above mentioned as shall be left at that time, to be equally divided between the said children and the legal representatives of those who may be dead at that time, charging the said America with the slaves and personal property which she may receive, as above directed.

That they will also convey the two thousand acres of land on White Oak creek, above mentioned, to either of the sons of the marriage to whom the said Sarah shall direct the same to be conveyed, in the manner above directed, for the one hundred and fifty acres of land situate in Fayette, unless the trustees, the survivors or survivor of them, shall judge it proper, at any time, to dispose of any part or parts of the said two thousand acres of land for the benefit and immediate use of the family of the said Robert and Sarah; in which case they shall have full power to dispose of any part or parts thereof, in any manner, and to apply the proceeds thereof for the benefit of the said family, in any way that they may judge most proper; and that they will also convey to America Lawson, and her heirs, two thousand acres of the five thousand acres of land above mentioned; and the said Robert, for himself, his heirs, executors, and administrators, doth covenant to and agree with the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, their heirs and assigns, that he will, whenever thereunto reasonably requested, make any other and farther assurances in law, which may be necessary to carry the true intention and meaning of this deed fully into effect, as well touching the lands, slaves, and personal property above mentioned, as also respecting the covenants hereinafter made by the said Robert; and the said Robert doth also further covenant, to and with the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, and their heirs, that he will, at no time hereafter, offer any personal violence or injury to the said Sarah; and that he will abstain from the intemperate use of every kind of spirituous liquor; and that if he should, at any time hereafter, offer any personal violence or injury to the said Sarah, that the said trustees, or any of them, shall have full power and authority to dispossess him, the said Robert, of the one hundred and fifty acres of land situate in Fayette, and of the slaves and personal property above mentioned, and the same to deliver to the said Sarah, to be by her used, possessed, and enjoyed in the same manner as she would have a right to use, possess, and enjoy them under this deed, if the said Robert had actually departed this life. And the said Robert Lawson doth also further covenant, to and with the said trustees and their heirs, that if he shall again, at any time hereafter, offer any personal violence or injury to the said Sarah, or betake himself to the intemperate use of spirituous liquor, that the said Sarah shall be at full liberty to depart from him, and to live separate from him, and to carry and keep with her the above mentioned America and Columbus Lawson, in as full and ample a manner as she could or might have done under the deed of the 28th day of April, above

mentioned; and the said Sarah and George Nicholas do hereby release and acquit the said Robert of all the covenants and agreements contained in the said deed of the 28th of April which are inconsistent and incompatible with the true intent and meaning of this deed; provided always, that the said James Speed, George Thompson, Joseph Crockett, and George Nicholas shall only be answerable for wilful misconduct in the execution of the trust hereby reposed in them, and that neither of them shall be answerable for the misconduct of either of the other trustees; provided always, that the trust and powers hereby reposed in them shall cease and be at an end as soon as the purposes for which the same were created and given shall have ceased and be ended.

In witness whereof, the parties hereto have hereunto set their hands and affixed their seals, the day and year above written.

ROBERT LAWSON, [L. S.]
SARAH LAWSON, [L. S.]
JAMES SPEED, [L. S.]
GEO. THOMPSON,
By GEO. NICHOLAS, [L. S.]
His Atty. in fact.
GEO. NICHOLAS, [L. S.]
JOSEPH CROCKETT. [L. S.]

Signed, sealed, and acknowledged, and delivered in the presence of us all but Joseph Crockett—

THOS. STEWART,
N. NELSON,
A. Y. SPEED,
R. C. NICHOLAS.

Fayette county, August court, 1794.

This indenture was produced in court, acknowledged by Robert Lawson, George Thompson, Joseph Crockett, James Speed, and George Nicholas; proved as to Sarah Lawson by Robert C. Nicholas; and afterwards, to wit, at the October court, 1794, was again produced and fully proved by the oaths of Thomas Stewart and Henry Speed, subscribing witnesses thereto, and ordered to be recorded.

Test: LEVI TODD, *C. F. C.*

("No. 2. October 7, 1841. R. S. Todd.")

Exhibit marked "F. L. Turner."

(F. L. Turner.) This indenture of three parts, made this fourth day of June, 1794, between Robert Lawson, of the county of Fayette, of the first part, and Sarah, his wife, of the second part, and James Speed, George Thompson, Joseph Crockett, and George Nicholas, of the third part: Whereas, by an indenture of three parts, bearing date the 28th day of April, 1794, made and executed between the said Robert Lawson, of the first part, the said Sarah, of the second part, and the said George Nicholas, of the third part, it was mutually agreed between the said Robert and Sarah, for the several reasons, considerations, and covenants therein ex-

pressed, that they should, from thenceforward, live separate and apart from each other; that the said Sarah should be at full liberty to reside in such place or places as she might think proper, in the same manner as she might have done if she had been a feme sole; and that the said *Sara* should be at full liberty to take with her their daughter, America Lawson, and their son, Columbus Lawson, and have the sole care, direction, and management of the said America, and also of the said Columbus, until he should arrive at the age of ten years. And whereas, at the special instance and request of the said Robert Lawson, the said Sarah has consented again to live and cohabit with the said Robert Lawson, and the said Sarah and George have consented to release and discharge the said Robert from his covenants contained in the said above mentioned deed:

Now this indenture witnesseth, that the said Robert Lawson, as well for and in consideration of the said Sarah's consenting again to live and cohabit with him, the said Robert, as also in consideration of the said Sarah and George consenting to release him from his covenants, contained in the said deeds, and also in consideration of the sum of five shillings, to him, the said Robert, in hand paid by the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, the receipt whereof the said Robert Lawson doth hereby acknowledge, and them thereof forever acquit and discharge, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, and unto the survivers and surviver of them, the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, and to their heirs, executors, and administrators and assigns, of them, their survivers or surviver, one hundred and fifty acres of land, situate in the county of Fayette, being the land on which the said Robert now lives; also two thousand acres of military land, situate on White Oak creek, on the northwest side of the Ohio, being the land mentioned in the first entry made for the said Robert on the surveyor's books; also his right and title to a tract or parcel of land, situate on Sweat House creek, in the county of Amelia, and State of Virginia, being the land on which Elizabeth Jackson now lives; also, five thousand acres of land, on the northwest side of the Ohio, being part of the land obtained by the said Robert for his military services, being part of ten thousand acres which have been laid off into lots of one thousand acres each, and being the last entries made in the name of the said Robert, in the office of the surveyor for the continental line; also, the following slaves, to wit, Trim, Milly, Jean, and Mira, and their future increase; and also the whole of the household and kitchen furniture of which the said Robert is now possessed; to have and to hold the above mentioned lands, slaves, and personal property, to them, the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, their heirs and assigns forever, and to the survivers and surviver of them, the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, their heirs and assigns, forever; nevertheless, to, for, and upon

the trusts and purposes hereinafter mentioned, expressed, and declared, of and concerning the same; that is to say, upon the special trust that they, the said trustees, James Speed, George Thompson, Joseph Crockett, and George Nicholas, and the survivers and surviver of them, their heirs, and assigns, shall permit the said Robert and Sarah Lawson, so long as they shall cohabit together, and the said Robert Lawson, if he should survive the said Sarah, and the said Sarah, if she should again separate from the said Robert, or survive the said Robert, to use, occupy, possess, and enjoy, during their natural lives and the life of the surviver, under the exceptions above stated, the one hundred and fifty acres of lands situate in Fayette, the slaves, and the household and kitchen furniture, abovementioned; that they will also convey the said one hundred and fifty acres of land to either of the sons of the marriage, that may be alive at the death of the said Sarah, to whom she may appoint the same to be conveyed by any instrument of writing under her hand, and attested by one witness, subject to the life estate therein of the said Robert, as above mentioned; that they will also convey to America Lawson, upon her attaining the age of twenty, or her marriage, the negro woman Mira and her increase; and such of the household and kitchen furniture as the said Sarah shall direct, and also the tract of land in Amelia county, above mentioned, to the said America, and to her heirs, forever; that they will also, after the death of the said Robert and Sarah, convey and deliver to the children of said marriage, who shall be then living, such of the slaves and personal property, above mentioned, as shall be left at that time, to be equally divided between the said children and the legal representatives of those who may be dead at that time, charging the said America with the slaves and personal property which she may receive, as above directed; that they will also convey the two thousand acres of land on White Oak creek, above mentioned, to either of the sons of the marriage to whom the said Sarah shall direct the same to be conveyed, in the manner above directed, for the one hundred and fifty acres of land situate in Fayette, unless the said trustees, the survivers or surviver of them, shall judge it proper at any time to dispose of any part or parts of the said two thousand acres of land, for the benefit and immediate use of the family of the said Robert and Sarah, in which case they shall have full power to dispose of any part or parts thereof, in any manner, and to apply the proceeds thereof for the benefit of the said family, in any way, that they may judge most proper; and they will also convey to America Lawson, and her heirs, one thousand acres; to John *Price* Lawson, and his heirs, two thousand acres; and to Columbus Lawson, and his heirs, two thousand acres, of the five thousand acres of land, above mentioned; and the said Robert Lawson, for himself, his heirs, executors, and administrators, doth hereby covenant, to and with the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, their heirs and assigns, that he will, whenever thereunto reasonably requested, make any other and further assurances in law which may be necessary to carry the true intention and meaning of this deed

fully into effect, as well touching the lands, slaves, and personal property, above mentioned, as also respecting the covenants hereinafter made by the said Robert; and the said Robert doth also further covenant, to and with the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, and their heirs, that he will at no time hereafter offer any personal violence or injury to the said Sarah, and that he will abstain from the intemperate use of every kind of spirituous liquor; and that if he should at any time hereafter again offer any personal violence or injury to the said Sarah, that the said trustees, or any of them, shall have full power and authority to dispossess him, the said Robert, of the one hundred and fifty acres of land, situate in Fayette, and of the slaves and property, above mentioned, and the same to deliver to the said Sarah, to be by her used, possessed, and enjoyed, in the same manner as she would have a right to use, possess, and enjoy them under this deed, if the said Robert Lawson had actually departed this life; and the said Robert Lawson doth also further covenant, to and with the said trustees, and their heirs, that if he shall again, at any time hereafter, offer any personal violence or injury to the said Sarah, or betake himself to the intemperate use of spirituous liquor, that the said Sarah shall be at full liberty to depart from him, and to live separate from him, and to carry and keep with her the abovenamed America and Columbus Lawson, in as full and ample a manner as she could or might have done under the deed of the 28th day of April, above mentioned; and the said Sarah and George Nicholas do hereby release and acquit the said Robert of all the covenants and agreements contained in the said deed of the 28th of April, which are inconsistent and incompatible with the true intent and meaning of this deed: Provided, always, that the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, shall only be answerable for wilful misconduct in the execution of the trust hereby reposed in them, and that neither of them shall be answerable for the misconduct of the other trustees; provided, also, that the trusts and powers hereby reposed in them shall cease, and be at an end, as soon as the purposes for which the same were created and given shall have ceased and be ended.

In witness whereof, the parties hereto have hereunto set their hands and affixed their seals the day and year above written.

(F. L. TURNER,)

ROBERT LAWSON, [SEAL.]
SARAH LAWSON, [SEAL.]
JAS. SPEED, [SEAL.]
GEORGE THOMPSON, [SEAL.]
By Geo. Nicholas, his att'y in fact.
GEORGE NICHOLAS, [SEAL.]
JOSEPH CROCKETT. [SEAL.]

Signed, sealed, and acknowledged, and delivered in presence of—
Test: THOS. STEWART, N. NELSON,
HY. SPEED, ROBERT NICHOLAS.

A true copy from the original. LEVI TODD, *Clerk F. C.*

I do hereby certify that Levi Todd, whose name is hereto subscribed, is clerk of said court, and due faith and credit should be given to his official acts. WALTER CARR,

Presiding justice of Fayette county.

Deposition of William Young.

U. States of America, State of Kentucky, county of Jessamine, ss:

Depositions of witnesses taken before me, Joseph C. Christopher, one of the judges of the county court of Jessamine, at the house of William Young, senr., in the county and State aforesaid, on the eighth day of October, A. D. 1841, to be read in evidence on the part of the complainants, in certain suits in chancery, now pending in the circuit court of the United States in and for the district of Ohio, wherein Peter K. Wagner, and Sidonia P. Wagner, his wife, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza C. Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, and Benjamin Franklin Lewis, citizens and inhabitants of the State of Louisiana, John Bowman and Mary Pierce Bowman, his wife, citizens and inhabitants of the State of Tennessee, and George C. Thompson, a citizen and inhabitant of the State of Kentucky, are complainants, and John Baird, James W. Campbell, Thomas Jennings, William Moore, Isaac E. Day, Duncan Evans, William King, Victor King, Samuel King, Absalom King, and Christian Snediker, citizens and inhabitants of the State of Ohio, are defendants; and which stands docketed thus: Theodore Lewis et als. vs. John Baird et als., in chancery. Also, the above named complainants, against James Davis, of Pike county, James Davis, Hannah Davis, Mary Davis, George Davis, Charlotte Davis, Louisa Davis, (minors,) and John Davis, and Botkin Davis, of Ross county, citizens and inhabitants of the State of Ohio, are defendants; which stands docketed thus: Theodore Lewis et als. vs. James Davis et als., in chancery. And also the above named complainants against William Chandler, a citizen and inhabitant of the State of Ohio, which stands docketed thus: Theodore Lewis et als. vs. William Chandler, in chancery.

The deponent, William Young, being examined, cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth, deposeth and saith, that he is seventy-three years of age; that he removed to Fayette county, now Jessamine county, in the year 1795; and that he has resided there ever since; that his present residence is over 100 miles from the city of Columbus, in the State of Ohio; that he lived in the same neighborhood with General Robert Lawson; that the first time he saw General Lawson was in the fall of the year 1796, that he never was intimately acquainted with him; that he has no recollection of ever having seen General Lawson but twice; that the first time he saw him he was chasing his wife and daughter on horseback; and that said Lawson was whooping and hallooing like a madman; that the common report in the neighborhood, at that time, was, that

General Lawson was in the constant habit of getting drunk, whenever he could procure the liquor; that he recollects that, in the year 1796 or '97, a certain William White, residing in Middletown, Jefferson county, came up to the residence of General Lawson, and took him home with him, the said White, with the express object of buying the lands of said Lawson. That deponent afterwards saw Mrs. White, the wife of said William White, and she informed him, that while General Lawson remained in their neighborhood that he was constantly intoxicated, and rendered incapable of transacting any kind of business. That deponent has no recollection of having seen General Lawson but once afterwards, which was on his return from the State of Virginia, in October, 1800; that, at that time, he appeared to be sober and rational, but that his general appearance indicated that of a man greatly injured by intemperance; and he had nearly lost the use of his limbs; and further this deponent saith not.

WILLIAM YOUNG, Senr.

Deposition of John Sowan.

Also, the deposition of John Sowan, taken at the same time and place, and for the purposes specified in the caption of the foregoing deposition; this deponent being first duly examined, cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth, deposeth and saith, that he is sixty-six years of age; that he resides over one hundred miles from the city of Columbus, in the State of Ohio; that he removed to Fayette county, now Jessamine county, from the State of Virginia, in October, 1787; and that he lived in the neighborhood of General Robert Lawson during the whole of the time that he resided in Kentucky. The deponent became acquainted with General Lawson in the year 1788, and knew him well; that the general impression in the neighborhood was, that, owing to the excessively intemperate habits of General Lawson, that a separation from his family took place; that the deponent well recollects when the separation took place; that it was in the year 1794, some time in the month of April. Deponent recollects that a reconciliation was effected by the mutual friends of General Lawson and wife, and they lived together again for a short time; during which time he refrained, in a measure, from the excessive use of ardent spirits. Deponent states that afterwards, a second separation took place, on account of General Lawson having resumed his excessive drinking; that he left the neighborhood, and did not return until a short time before his leaving for Virginia in the fall of 1800; and that, after his second separation from his wife, he became much more intemperate; that deponent frequently saw General Lawson in Lexington, at Bradley's tavern; and that, in fact, he never saw General Lawson sober after his last separation from his wife, until he, the deponent, started to Virginia in company with him in the year 1800; and that, altho' he was sober when he started for Virginia, and continued so during the route, he bore the appearance of one who had lived intemperately; and, in fact, he had lost the use of his leg to such a de-

gree, that he was compelled to use crutches. And further this deponent saith, that he has heard General Lawson state to his father, previous to his last separation from his wife, that he had made over his property to his, the said Lawson's, wife and children; and such was the common report in the neighborhood; and further this deponent saith not.

JOHN SOWEN.

United States of America,
State of Kentucky, county of Jessamine, ss:

I, Joseph C. Christopher, one of the justices of the peace of the commonwealth of Kentucky, in and for the county of Jessamine, duly commissioned, sworn, and acting as such, and by law, and by virtue of such my commission, one of the judges of the county court of said county, and acting as such, do certify, that, on the 8th day of October, A. D. 1841, at the residence of William Young, senr., (as in the caption,) in the county and State aforesaid, being the time and place mentioned in the above caption, before me came personally the above named William Young, senr., and John Sowen, and, after being carefully examined, cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth, in the cause aforesaid, did respectively, and each for himself, in my presence, subscribe the foregoing and annexed depositions, after the same had been reduced to writing by me; that I am not of counsel or attorney to either of the parties in the causes aforesaid, or in any manner whatsoever interested in the event thereof; that no notice was given to the defendants, or their attorney, as neither of them is within one hundred miles of the residence of the said William Young, senr., the place of taking these depositions; and that the said William Young, senr., and John Sowen reside and live at a greater distance than one hundred miles from the city of Columbus, in the district of Ohio. All which is certified at the residence of William Young, senr., aforesaid, in the county of Jessamine aforesaid, by me, this 8th day of October, A. D. 1841.

JOSEPH C. CHRISTOPHER, *J. P.* [SEAL.]

Note.—At the commencement of the 5th line, on page 1 of the foregoing deposition, is the following interlineation, viz: ("at the house of William Young, senr.") J. C. C., *J. P.* [SEAL.]

The Commonwealth of Kentucky, Jessamine county, sct:

I, Daniel B. Price, clerk of the county court in and for said county, do hereby certify, that Joseph C. Christopher, whose name is subscribed to the foregoing certificate, is an acting justice of the peace in and for said county, duly commissioned and qualified as such, and, by law and by virtue of his commission, one of the judges of the county court of said county, and acting as such.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of my office, this 9th day of October, 1841.

[SEAL.] Test: DAN'L B. PRICE, *C. J. C. C.*

Deposition of Thomas B. Brown.

UNITED STATES OF AMERICA,

State of Kentucky, county of Jessamine, ss:

The deposition of Thomas J. Brown, taken before me, Joseph C. Christopher, one of the judges of the county court of Jessamine county, in the Commonwealth of Kentucky, on the 25th day of September, A. D. 1841, at the house of Thomas J. Brown, in the county and State aforesaid, to be read in evidence on the part of the complainants, in certain suits in chancery now pending in the circuit court of the United States, in and for the district of Ohio, holden in the town of Columbus, wherein Peter K. Wagner, and Sidonia P. Wagner, his wife, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza C. Lewis, Alfred J. Lewis, John Hambden Lewis, Algernon Sidney Lewis, George Washington Lewis, and Benjamin Franklin Lewis, citizens and inhabitants of the State of Louisiana, John Bowman, and Mary Pierce Bowman, his wife, citizens and inhabitants of the State of Tennessee, and George C. Thompson, a citizen and inhabitant of the State of Kentucky, are complainants, and John Baird, James W. Campbell, Thomas Jennings, Isaac E. Day, Duncan Evans, William King, Victor King, William Moore, Samuel King, Absalom King, and Christian Snediker, citizens and inhabitants of the State of Ohio, are defendants, and which stands docketed thus: "Theodore Lewis and als. vs. John Baird and als., in chancery." Also the above named complainants, against James Davis, of Pike county, James Davis, Hannah Davis, Mary Davis, George Davis, Charlotte Davis, and Louisa Davis, (minors,) and John Davis and Botkin Davis, of Ross county, citizens and inhabitants of the State of Ohio, are defendants, which stands docketed thus: "Theodore Lewis and als. vs. James Davis and als., in chancery." And also the above named complainants against William Chandler, a citizen and inhabitant of the State of Ohio, which stands docketed thus: "Theodore Lewis and als. vs. William Chandler, in chancery." The said deponent, thirty-eight years old, being first carefully examined, and cautioned, and sworn to testify the whole truth, doth depose and say: That he lives, or resides, at a greater distance than one hundred miles from the city of Columbus, in the State of Ohio, and that he resides in the county of Jessamine, and State of Kentucky. I have been acquainted with James Martin twelve or fifteen years, and think his mind much impaired by age and dissolute habits, and drinks freely on all occasions, at home and abroad; and said Martin has always resided, and still resides, in Jessamine county, and State of Kentucky; and further this deponent saith not.

THOS. J. BROWN.

Deposition of William J. Ballard.

And also the deposition of William J. Ballard, taken at the same time and place, and for the purposes specified in the caption of the foregoing deposition. The said deponent being first carefully examined, and

cautioned, sworn to testify the whole truth, doth depose and say: That he lives a greater distance from the city of Columbus, State of Ohio, than one hundred miles, and that he lives in the county of Jessamine, and State of Kentucky, and is thirty-eight years old, and a practising physician in the county aforesaid; and *have* practised medicine in the family of James Martin, who also lives in the county of Jessamine, and *have* known for the last ten or twelve years, and believe him to be eighty years old at least; and I know the said Martin to be a man of very dissipated habits, and has been for many years, and still continues to be so; and that his dissipated habits and age has brought that infirmity which all men are liable to, laboring under the same circumstances; and further this deponent saith not.

W. J. BALLARD.

State of Kentucky, Jessamine county, sct:

I, Joseph C. Christopher, one of the justices of the peace of the Commonwealth of Kentucky, in and for the county of Jessamine, duly commissioned and sworn, and acting as such, and by law, and by virtue of such my commission, one of the judges of the county court of said county, and acting as such, do certify, that at the request of the said plaintiff, I caused Thomas J. Brown and William J. Ballard, the above named deponents, to come before me at the time and place in the caption stated, because the said witnesses reside at a greater distance than one hundred miles from Columbus, the place of holding the said court of the United States, as is stated. I did not cause any notice to be given to the adverse party of the time of taking these depositions, because the said adverse party does not, as I know or believe, reside within 100 miles of the place of taking the same, nor has said party any agent or attorney, known to me, within that distance; that the said witnesses were by me carefully examined, cautioned, and sworn, then and there to testify the whole truth; that the said depositions were wholly reduced to writing by Thomas J. Brown and W. J. Ballard, the said deponents, in my presence, and that they did then and there subscribe the same; that I am not of counsel or attorney for either of the parties, or interested in the event of the cause. All of which is certified to said court as the cause wherefore these depositions were taken, and for the manner it is done.

Given under my hand and seal this 25th day of November, A. D. 1841.

[SEAL.] J. C. CHRISTOPHER, *J. P. J. C.*

N. B. My certificate, interlined before sealing, in the following words, viz, "because the said adverse party does not, as I know, or believe, reside within one hundred miles of the place of taking the same, nor has said party any agent or attorney known to me in that distance.

J. C. C., *J. P. J. C.* [SEAL.]

Deposition of William Duval.

UNITED STATES OF AMERICA,

State of Virginia, county of Buckingham, ss:

The deposition of William Duval, of said county, taken before me, one of the justices of the court of the county aforesaid, at the house of the said William Duval, in the county and State aforesaid, on the 22d day of September, A. D. 1841, to be read in evidence on the part of the complainants, in certain suits in chancery now depending in the circuit court of the United States, in and for the district of Ohio, wherein Peter K. Wagner, and Sidonia P. Wagner, his wife, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza C. Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, and Benjamin Franklin Lewis, citizens and inhabitants of the State of Louisiana, John Bowman, and Mary Pierce Bowman, his wife, citizens and inhabitants of the State of Tennessee, and George C. Thompson, a citizen and inhabitant of the State of Kentucky, are complainants, and John Baird, James W. Campbell, Thomas Jennings, Isaac E. Day, Duncan Evans, William King, Victor King, Samuel King, Absalom King, William Moor, and Christian Snediker, citizens and inhabitants of the State of Ohio, are defendants, and which stands docketed thus: Theodore Lewis and als. vs. John Baird and als., in chancery.

Also, in a certain other suit pending in said court, wherein the above named complainants, inhabitants and citizens as aforesaid, are also complainants, and James Davis, of Pike county, James Davis, Hannah Davis, Mary Davis, George Davis, Charles Davis, and Louisa Davis, (minors,) and John Davis and Botkin Davis, of Ross county, inhabitants and citizens of the State of Ohio, are defendants, and which stands docketed thus: "Theodore Lewis and als. vs. James Davis and als., in chancery." Also, in a certain other suit now pending in said court, wherein the above named complainants, inhabitants and citizens as aforesaid, are complainants, and William Chandler, an inhabitant and citizen of Ohio, is defendant, and which stands docketed thus: "Theodore Lewis and als. vs. William Chandler, in chancery." Also, in a certain other suit pending in said court, wherein the above named complainants, inhabitants and citizens as aforesaid, are complainants, and Peter Platter, Christian Platter, Orange Hampton, William Campbell, William Row, Nathaniel Massie, Richard Kidder Massie, William Y. Strong, and Nancy Strong, his wife, and Henry Massie, inhabitants and citizens of the State of Ohio, are defendants, and which stands docketed thus: "Theodore Lewis and als. vs. Peter Platter and als., in chancery." Also, in a certain other suit pending in said court, wherein the above named complainants, inhabitants and citizens as aforesaid, are complainants, and Samuel Corwine, George Corwine, Amos Corwine, Thomas Day, jr., John Hatfield, Thomas Wilson, John Wilson, Nathaniel Massie, Richard Kidder Massie, William Y. Strong, and Nancy Strong, his wife, and Henry Massie, inhabitants and citizens of the

State of Ohio, are defendants, and which stands docketed thus: "Theodore Lewis and als. vs. Samuel Corwine and als., in chancery." And also, in a certain other suit now pending in said court, wherein the above named complainants, inhabitants and citizens as aforesaid, are complainants, and Presley Morris, Nancy Reeves, James Steel, Levi Anderson, Joshua Robertson, John Robertson, Alexander Manary, Jane McCrary, Elizabeth Manary, Thomas Steele, Mary Steele, James Manary, Nathaniel Massie, Richard Kidder Massie, William Y. Strong, and Nancy Strong, his wife, and Henry Massie, inhabitants and citizens of the State of Ohio, are defendants, and which stands docketed thus: "Theodore Lewis and als. vs. Presley Morris and als., in chancery."

The said deponent, being first duly sworn, deposeth and sayeth: That he was personally and well acquainted with Brigadier General Robert Lawson, (an officer in the Virginia continental line, during the revolution, and who resided in the State of Kentucky, in the year 1794,) from his boyhood till his death; that deponent and said Robert Lawson were near relations, to wit, first cousins, their mothers being sisters, were born in a year of each other, and were very frequently together in early manhood; that they both read law with Judge Lyons, of the court of appeals of Virginia; but, shortly after the revolutionary war, the said Lawson removed with his family to the State of Kentucky, where he resided until, deponent thinks, about the latter part of the year 1794, and during that time, deponent thinks, he never saw him; that deponent frequently heard from him, however, while he resided in Kentucky, and heard, from the most authenticated sources, that he had become a perfect sot while in Kentucky; so depraved in his habits, and disagreeable in his temper, that he parted from his wife and family, with whom he never afterwards lived. The deponent further says, that the said Lawson, who was a brave and gallant officer in the army, became extremely intemperate almost immediately after leaving the army, and was very intemperate before his removal to Kentucky; that deponent has always heard, and believes it to be true, that the said Lawson, while residing in Kentucky, indulged in intoxication to the most degrading excess; that he wasted his property, and actually became a vagabond and beggar, in the streets of Lexington, for trifling sums to be spent in liquor; that the said Lawson returned from Kentucky to the city of Richmond, in the State of Virginia, as deponent very confidently thinks, in the latter part of the year 1794, or the early part of the year 1795; that the deponent is the more positive in the recollection of these dates, because he, deponent, was himself a large owner of lands in the State of Kentucky; that he made his first visit to Kentucky, in the year 1797, and knows that the said Lawson had returned from Kentucky before that time, and he thinks had been residing in the city of Richmond for about two years previously; that, at the time of his return to Virginia, which, as he has before stated, he thinks was about the latter part of the year 1794, or the early part of the year 1795, that the said Lawson was greatly enfeebled, both in body and mind, from excessive habitual intemperance, and, deponent thinks, was utterly in-

capable, for the want of reason, to appreciate his own rights, or to transact any important business; that he was, indeed, at that time, a mere child in intellect, and, deponent thinks, could have been induced, by the prospect of drink, to have done almost any thing; that he was so obviously an object of charity, that the Cincinnati Society took him under their protection, and allowed him the sum of one hundred dollars a year, which was put into the hands of this deponent, to be *to be* disbursed for his benefit and support, which this deponent did without consulting him about it, believing him incompetent to give any advice, or exercise any control in its disposition; that he continued in this imbecile state of mind and body until his death, which happened, as deponent believes, in the year 1802, and he has no hesitation in saying, that he was totally incompetent, from the time of his return to Virginia until his death, to transact any business of importance, or to manage or dispose of his property at all, and he believes that he was thus regarded at the time by all who knew him; that his drunkenness was incurable, and that he availed himself of every opportunity to drink, and was drunk whenever he could get liquor enough to make him so, which he could do almost constantly in the city of Richmond, where he had spent his early manhood, and where he was favorably known as a gentleman of good education, a lawyer by profession, and a brave and devoted patriot during the war of the revolution; and that he fell a victim to intemperance; that deponent, at that time, resided himself in the city of Richmond, and was a practising lawyer; and that he hath the more lively and distinct recollection of the facts before related by him in this deposition, because the said Lawson was his relation, an officer in high standing in the army, and unfortunately degraded in the latter part of his life, circumstances which caused the mind of this deponent often to recur to his history; and this deponent has furthermore been often induced to think of his relation, General Lawson, from the circumstance that he himself was a member of the Cincinnati Society, and, as deponent has heard and believes, the first object of its bounty.

That the deponent has heretofore given a deposition in this cause, to wit, in June last; and having had his mind more particularly directed to the subjects and incidents of General Lawson's life, he feels authorized to speak with more confidence in relation to facts and dates than he was at that time, being then called upon without any previous notice; that he is now in his ninety-fourth year; his memory is not as good as when he was young, but that he has enjoyed good health, and has heretofore considered himself, and he believes has been considered by his friends, family, and acquaintances, competent to the management of his own concerns; and further this deponent sayeth not.

WILLIAM DUVAL.

United States of America, State of Virginia, and county of Buckingham, ss:

I, Thomas H. Flood, one of the justices of the county court, of the county and State aforesaid, do hereby certify, that, on this 22d day of

September, 1841, at the house of William Duval, in the county and State aforesaid, being the time and place mentioned in the foregoing caption, before me, came personally the above named William Duval; and after being carefully examined, cautioned, and sworn, to testify the truth, the whole truth, and nothing but the truth, in the causes aforesaid, did, in my presence, subscribe the foregoing and annexed deposition after the same had been reduced to writing by me; that I am not of counsel or attorney to either of the parties in the causes aforesaid, or in any manner whatsoever interested in the event thereof; that no notice was given to the defendants in the above entitled suits, or to their attorneys, as neither of them is within one hundred miles of the house of the said William Duval, the place of taking this deposition; and that the said deponent, William Duval, resides and lives at a greater distance than one hundred miles from the city of Columbus, in the district of Ohio; all which is certified in the county aforesaid by me, this 22d day of September, 1841.

Given under my hand, the aforesaid 22d day of September, 1841.

THOMAS H. FLOOD,

A justice of the peace, and one of the judges of the county court of Buckingham, and State of Virginia.

N. B. The foregoing deposition is written on two sheets of paper; both of which is signed at the bottom of the second page, by me, in the following manner.

T. H. FLOOD, *J. P.*

State of Virginia, Buckingham county, sc:

I, Rolfe Eldridge, clerk of the court of Buckingham county, in the State of Virginia, do hereby certify, that Thomas H. Flood, esq., before whom the foregoing deposition of William Duval was taken and subscribed, was at the time of taking the said deposition, and still is, an acting justice of the peace, and one of the judges of the said county of Buckingham, and State of Virginia, duly commissioned and qualified according to law; and that the foregoing signatures, purporting to be the said Thomas H. Flood's, are genuine; and that full faith and credit is due to the official acts and deeds of the said Thomas H. Flood.

In testimony whereof, I have hereunto set my hand, and affixed the [SEAL.] seal of the said county court, this 23d day of September, in the year one thousand eight hundred and forty-one.

ROLFE ELDRIDGE, *C. B. C.*

I, Charles Yancey, presiding judge and justice of the county court, in and for the county of Buckingham, in the State of Virginia, do hereby certify, that Rolfe Eldridge, whose name is signed to the foregoing certificate, is now, and was at the time of signing the same, the clerk of the said county court, duly appointed and qualified as such; and that the signature of Rolfe Eldridge, C. B. C., to the foregoing certificate, is in the proper handwriting of him, the said clerk; to his official acts as such, full faith and credit are due and owing; and I do further certify, that his attestation is in due form of law.

Given under my hand and seal, this 28th day of September, in the year of our Lord 1841.

CHAS. YANCEY, *P. J. P.* [SEAL.]

Deposition of Louis Marshal.

United States of America,
State of Kentucky, county of Fayette, ss:

The deposition of Louis Marshal, taken before me, Daniel Bradford, one of the judges of the county court of Fayette county, in the commonwealth of Kentucky, on the 23d day of November, A. D. 1841, at the office of Daniel Bradford, in the town of Lexington, in the county and State aforesaid, to be read in evidence on the part of the complainants, in certain suits in chancery, now pending in the circuit court of the United States in and for the district of Ohio, holden in the town of Columbus, wherein Peter K. Wagner, and Sidonia P. Wagner, his wife, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza C. Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, and Benjamin Franklin Lewis, citizens and inhabitants of the State of Louisiana, John Bowman, and Mary Pierce Bowman, his wife, citizens and inhabitants of the State of Tennessee, and George C. Thompson, a citizen and inhabitant of the State of Kentucky, are complainants, and John Baird, James W. Campbell, Thomas Jennings, Isaac E. Day, Duncan Evans, William King, Victor King, William Moore, Samuel King, Absalom King, and Christian Snediker, citizens and residents of the State of Ohio, are defendants, and which stands docketed thus: "Theodore Lewis and als. vs. John Baird and als., in chancery." Also, the above named complainants, against James Davis, of Pike county, James Davis, Hannah Davis, Mary Davis, George Davis, Charlotte Davis, and Louisa Davis, (minors,) and John Davis and Botkin Davis, of Ross county, citizens and inhabitants of the State of Ohio, are defendants, which stands docketed thus: "Theodore Lewis and als. vs. James Davis and als., in chancery;" and, also, the above named complainants, against William Chandler, a citizen and inhabitant of the State of Ohio, which stands docketed thus: Theodore Lewis and als. vs. William Chandler, in ch'y." The said deponent being first carefully examined, and cautioned, and sworn to tell the whole truth, doth depose and say: That he lives more than one hundred miles from the city of Columbus, in Ohio, on the Scioto. Furthermore, he saith, that he knew Gen'l Robert Lawson when he resided in Lexington, a practising lawyer; said Lawson was an acquaintance of, and used to visit, his father, where I saw him, as well as in Lexington. This deponent left Kentucky in the year 1790, and never returned to Kentucky again until the summer of 1798, some time, he believes, in the autumn of that year, though it might be '99; said Lawson was taken by Gen'l M. Calms to his house, where I saw him again. I was informed, by Calms, said Lawson had given himself up to the most utter drunkenness; and that Lawson having ruined mind, body, and estate, he, from a

motive of compassion, arising from old army associations, had removed him to his own house, to sober him if possible—at any rate to furnish him with the necessary comforts; Lawson was at that time a perfect wreck; I did hear that said Lawson had separated from his family; that he had made a deed of trust of all his property for the benefit of his wife and children; from whom I heard it, I cannot positively say, though I think from Calms, or Capt. John Hawkins, or Joshua Lewis, all of whom spoke of him to me; Calms stated to me that the frauds practised upon him during his utter drunkenness induced him, Calms, to have him brought to his house, or to bring him there himself; for whether he went for him, or sent his son, I do not now recollect; Lawson, when I saw him, was besotted to an extreme degree; further this deponent sayeth not.

LOUIS MARSHAL.

State of Kentucky, Fayette county, sct:

I, Daniel Bradford, one of the justices of the peace of the commonwealth of Kentucky, in and for the county of Fayette, duly commissioned, sworn, and acting as such, and by law, and by virtue of my said commission, one of the judges of the county court of said county, and acting as such, do certify, that at the request of the complainants, I caused the above named Louis Marshall, deponent in the foregoing deposition, to come before me at the time and place in the caption stated, because the said witness resides a greater distance than one hundred miles from Columbus, the place of holding the said court of the United States, as is stated; I did not cause any notice to be given to the adverse party of the time of taking this deposition, because the said adverse parties does not, as I know, or believe, reside within one hundred miles of the place of taking the same, nor has said party any agent or attorney known to me within that distance; that the said witness was by me carefully examined, cautioned and sworn, then and there to testify the whole truth; that the said deposition was wholly reduced to writing by the said deponent in my presence; and that he then and there, in my presence, subscribed the same; that I am not counsel or attorney for either of the parties, or interested in the event of the cause. All which is certified to said court as the cause wherefore this deposition is taken, and for the manner it is done.

Given under my hand and seal this 23d November, 1841.

DANL. BRADFORD, *J. P. F. C.* [SEAL.]

Deposition of Dl. B. Price.

United States of America, State of Kentucky,
county of Jessamine, ss:

Deposition of Daniel B. Price, taken before me, Joseph C. Christopher, one of the judges of the county court of Jessamine, at the office of the clerk of the circuit court of Jessamine county, State of Kentucky, in the town of Nicholasville, on the ninth day of October, 1841, to be read in evidence on the part of the complainants, in certain suits in

chancery, now pending in the circuit court of the United States, in and for the district of Ohio, holden at the city of Columbus, wherein Peter K. Wagner, and Sidonia P. Wagner, his wife, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza C. Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, and Benjamin Franklin Lewis, citizens and inhabitants of the State of Louisiana, John Bowman, and Mary Pierce Bowman, his wife, citizens and inhabitants of the State of Tennessee, and George C. Thompson, a citizen and inhabitant of the State of Kentucky, are complainants, and John Baird, James W. Campbell, Thomas Jennings, William Moore, Isaac E. Day, Duncan Evans, William King, Victor King, Samuel King, Absalom King, and Christian Snediker, citizens and residents of the State of Ohio, are defendants, and which stands docketed thus: "Theodore Lewis & als. vs. John Baird & als., in chancery;" also the above named complainants against James Davis of Pike county, James Davis, Hannah Davis, Mary Davis, George Davis, Charlotte Davis, and Louisa Davis, (minors,) and John Davis and Botkin Davis of Ross county, citizens and inhabitants of the State, are defendants, which stands docketed thus: "Theodore Lewis & als. vs. James Davis & als., in chancery;" and also the above named complainants against William Chandler, a citizen and inhabitant of the State of Ohio, which stands docketed thus· "Theodore Lewis & als. vs. William Chandler, in chancery." Said deponent, Daniel B. Price, deposeth and saith, that he is clerk of the Jessamine county court in the State of Kentucky; that on examination of a certain writing or indenture, purporting to be original, from John P. Lawson to Joshua Lewis, dated the 7th day of January, 1807, for a certain parcel or parcels of land, lying and being in the State of Ohio, containing seven thousand acres; I find said indenture regularly recorded in record book B, page 245, now remaining in his office; that Samuel H. Woodson was then the clerk of said county court, and that the certificate of authentication endorsed on said deed, the deponent believes to be in the handwriting of a certain Henderson Lewis, who was then acting in the capacity of deputy clerk for the said Samuel H. Woodson, clerk of said court, this deponent having often seen the said H. Lewis write, having lived with him a considerable time in said Woodson's office; that, at that time, and now is, the practice of the deputy clerk to sign the name of the principal clerk to all official acts, where it is necessary that said name should appear; that by the laws of this State, at that date and at present, the acknowledgment of the grantor before the clerk, of any deed for the conveyance of land or other estate, is good, and sufficient to pass the title without witnesses attesting the same, or proof by witnesses, which said indenture from Lawson to Lewis, marked B, is now withdrawn from said clerk's office, and annexed to this deposition; and further this deponent saith not. DANIEL B. PRICE.

United States of America,
State of Kentucky, county of Jessamine, ss:

I, Joseph C. Christopher, one of the justices of the peace of the

Commonwealth of Kentucky, in and for the county of Jessamine, duly commissioned and sworn, and acting as such, and by law, and by virtue of such my commission, one of the judges of the county court of said county, and acting as such, do certify, that at the office of the clerk of the circuit court of the county of Jessamine, in the town of Nicholasville, on the 9th day of October, A. D. 1841, being the time and place mentioned in the above caption, before me, came personally the above named Daniel B. Price, and after being carefully examined, cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth, in the causes aforesaid, did, for himself, in my presence, reduce to writing and subscribe the foregoing and annexed deposition; that I am not of counsel or attorney to either of the parties in the causes aforesaid, or in any manner whatsoever interested in the event thereof; that no notice was given to the defendants, or their attorney, as neither of them is within one hundred miles of the clerk's office of said Jessamine circuit court, the place of taking this deposition; and that the said Daniel B. Price resides and lives at a greater distance than 100 miles from the city of Columbus, in the district of Ohio. All of which is certified at the clerk's office aforesaid, in the county of Jessamine aforesaid, by me, this 9th day of October, A. D. 1841.

JOSEPH C. CHRISTOPHER, [SEAL.] *J. P.*

NOTE.—Two words erased on page 2, line 15; also the words ("now remaining in my office"), of said page, and the 19th line, were made by the witness previous to the signing of the foregoing deposition.

J. C. C., *J. P.* [SEAL.]

State of Kentucky, Jessamine county, sct:

I, Daniel B. Price, clerk of the county court, for the county aforesaid, do certify, that Joseph C. Christopher, esq., whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, an acting justice of the peace, in and for the county aforesaid, duly commissioned and qualified according to law, and by virtue of his said commission is an acting judge of the county court for the county aforesaid, and that full faith and credit is due and ought to be given to all his official acts as such.

In testimony whereof, I have hereunto set my hand and caused
[SEAL.] the seal of my office to be hereunto affixed, at Nicholasville, this 9th day of October, A. D. 1841.

Test: DAN'L B. PRICE, *C. J. C. C.*

Exhibit B.

Exhibit referred to in the foregoing deposition of Daniel B. Price.

This indenture, made this seventh day of January, in the year of our Lord one thousand eight hundred and seven, between John P. Lawson, of the one part, and Joshua Lewis, of the other, both of the State of Kentucky, witnesseth: That for and in consideration of the sum of five hundred pounds, current money of Kentucky, to him, the said John, in hand paid by the said Joshua, the receipt whereof he, the said

John, doth hereby acknowledge, and thereof doth acquit the said Joshua, and his heirs forever, hath granted, bargained, and sold, aliened and confirmed, and by these presents doth grant, bargain, and sell, alien and confirm, to the said Joshua, all his right, title, interest, and claim, either in law or equity, in and to a certain parcel or parcels of land, lying and being in the State of Ohio, which said land, containing seven thousand acres in the whole, was conveyed, by the late Robert Lawson, to George Nicholas, James Speed, George Thompson, and Joseph Crockett, in trust for the said John P. Lawson, Columbus Lawson, and America Lawson; and the said John P. Lawson doth, by these presents, warrant and defend the said tract of land, as above granted, bargained, and sold, unto him, the said Joshua, and his heirs, against him, the said John, and his heirs, forever, upon this condition, that whereas the said Robert Lawson has, since the conveyance in trust aforesaid, conveyed the said land to divers other persons, who now claim and hold under him; now if the said land should not be recovered, under and by virtue of the conveyance in trust as aforesaid, in that case, the said John P. Lawson is not to be liable to refund any part of the purchase money, nor is he to be held responsible to the said Joshua, or his heirs, therefor, in any event whatever.

In testimony whereof, the said John P. Lawson hath hereunto set his hand and affixed his seal, the day and year first above written.

The words, "to the said Joshua," interlined before signing.

JOHN P. LAWSON, [L. S.]
January 9th, 1807.

Jessamine county, to wit:

This deed, from John P. Lawson to Joshua Lewis, was produced before me, in my office, and acknowledged by the said John to be his act and deed, and is thereupon admitted to record.

Test: SAMUEL H. WOODSON.

(Endorsed.)—Acknowledged January 9th, 1807, and recorded book B, page 245.

Ex'd.—Teste: S'M. H. WOODSON, *Clk.*

Deposition of Jno. Rowan.

Deposition of the Hon. John Rowan, taken on the part of the complainants, to be read as testimony in the case of Theodore Lewis and als. vs. John Baird and al.; Same vs. William Chandler; Same vs. James Davis and al.; Same vs. Presley Morris and al.; Same vs. Peter Platter and al., all in chancery in the circuit court of the United States, in and for the district of Ohio.

John Rowan, of the county of Jefferson, and State of Kentucky, being of lawful age, and duly sworn, deposes and says, in answer to the following interrogatories:

1st. Were you acquainted with Gen'l Robt. Lawson, formerly of the State of Kentucky, in the year 1794; and if so, what were then, and subsequently, his habits, and the state of his mind?

Answer. I was acquainted with Gen'l Robert Lawson in the years 1794 and 1795, and I think in 1796; but certainly in the former years. He seemed to be the victim of intemperance; his physical and intellectual energies seem'd to have been greatly impaired by intemperance. He had a stupid, surlish, and vacant look. He seemed to be the wreck of what he had been, for it was evident that he had been a man of fine intellectual and physical structure; but he was evidently in a state of ruin from intemperance to both.

Interrogatory 2d. From your acquaintance with Gen'l Robert Lawson in the year 1795 and 1796, is it your opinion that he was capable of transacting business correctly, and of protecting his own rights?

Answer. At no time during those years when I saw Gen'l Lawson, (and I saw him several times during those years,) did I think him capable of transacting any business of importance. He was always, when I saw him in those years, in a highly saturated and besotted condition. His faculties seemed too enfeebled and benumbed by intemperance for the safe or prudent transaction of business. Indeed, I do not believe that he was, at times alluded to, in possession of intellect vivid and active enough for the transaction, safely, of even ordinary business.

Interrogatory 3d. Were you acquainted with Colonel George Nicholas? and, if so, please state, as nearly as you can, the time of his death.

Answer. I was acquainted with Colonel George Nicholas, and knew that he died in the year 1799; I think in the summer of that year. It was during the session of the convention which formed the present constitution of the State of Kentucky.

Interrogatory 4th. Please state what was the personal appearance of General Robert Lawson—his stature, complexion, color of his hair, &c. —when you saw him in 1796.

Answer. He was, to the best of my recollection, about five feet nine, or perhaps ten, inches high, well proportioned, not of a clumsy but athletic structure, of rather a high and expansive forehead; his personal appearance led me to believe readily what I was told as to his intellect and personal activity, before he became enfeebled and debased by habitual intoxication. His hair, as well as I can recollect, was of rather a light brown color; and further this deponent sayeth not.

Question by defendant's counsel.

In your answers you say you saw General Lawson several times during the years 1794, '95, and '96; did you not usually see him in Lexington, Kentucky, at public houses?

Answer. When I saw General Lawson in those years, it was at Lexington, but not often, as I think, in the public houses of that place; mostly in the streets of that village, for it was then a small place compared with what it now is.

Question by same. How often did you see him during those years; and where did you reside during those years; and how far from the residence of General Lawson?

Answer. I cannot say how often, frequently; during the year 1794

I resided in Lexington, as a student of law. In the two following years I was there often on visits to a lady, whom I married in the year 1796, in the month of October; my residence in 1795 and '6 was at Bardstown, from 60 to 70 miles from Lexington.

Question by same. Were you acquainted with Captain John Fowler, of Lexington, Kentucky, in the year 1795; and what was his character and standing at that time; and was he not about that time a member of Congress from Kentucky?

Answer. I was acquainted with him in the year 1796, and ever after until his death. He was about that time member of Congress; either shortly before or not long after. He was a man of respectability, and very popular.

Question by same. Were you acquainted with Colonel Richard C. Anderson; and what was his character and standing?

I was acquainted with Colonel Richard C. Anderson; his character and standing were, as far as I ever knew or heard, above all exception.

Question by same. Would not a cessation from the use of ardent spirits for a short time, in your opinion, have restored General Lawson to his wonted faculties?

To this question I am unable to give a satisfactory answer. He seemed to me to be so far gone in the habits of intoxication as to be difficult to reclaim; and further deponent sayeth not.

JOHN ROWAN.

Sworn to and subscribed, in open court, January 1, 1842.

WM. MINER, *Clerk*.

Deposition of Jas. H. Thompson.

UNITED STATES OF AMERICA,

State and district of Ohio, Franklin county, ss:

Depositions of witnesses taken before me, Thomas Wood, a justice of the peace in and for said county, on the part of the complainants, and to be read in evidence in a cause now pending in the circuit court of the United States in and for the district of Ohio, in which Theodore Lewis and als. are complainants, and John Baird and als. are defendants; also in another cause now pending in said circuit court, in which Theodore Lewis and als. are complainants, and James Davis and als. are defendants, and which stands docketed thus: Theodore Lewis and als. vs. James Davis and als., in chancery; also in a certain other suit now pending in said court, in which Theodore Lewis and als. are complainants, and Presley Morris and als. are defendants, and which stands docketed thus: Theodore Lewis and als. vs. Presley Morris and als., in chancery.

Jas. H. Thompson, of Highland county, Ohio, says that Col. George Thompson, of Mercer county, Kentucky, was the brother of his grandfather, and that with Colonel George Thompson, he, deponent, was well acquainted from boyhood; that some time in the spring of 1834, to the best of the recollection of deponent, he attended the funeral and burial of Colonel George Thompson, at his former residence in said

county, and that Colonel George C. Thompson, of Mercer county, Kentucky, was, and is, the only heir at law and child of said Col. George Thompson, deceased.

JAS. H. THOMPSON.

Deposition of L. McCullogh.

And also the deposition of Lawson McCullough, of Franklin county, being of lawful age, and duly sworn, deposes and says: I was partially acquainted with John Pierce Lawson, who was the reputed son of General Robert Lawson, formerly of the State of Kentucky. I married the widow of said John P. Lawson, Mrs. Eleanor Lawson, October 17th, 1811. The said John P. Lawson left but one child, a daughter, named Mary Pierce Lawson, who was born the 16th day of June, 1807, and was married to John Bowman on the 21st day of March, 1825, and now resides with her said husband in the State of Tennessee. I also knew Mrs. Sarah Lawson, wife of said Robert Lawson, and who died on the 23d day of June, 1809; John P. Lawson, her son, died on the 26th day of June, 1809. I was made acquainted with the facts of their death by my late wife, Mrs. Eleanor McCullough, and by seeing the same stated in a small family bible formerly belonging to my late wife, and which is now owned and in the possession of Mrs. Mary P. Bowman, of Tennessee.

LAWSON McCULLOUGH.

Deposition of Thomas Scott.

Thomas Scott, being of lawful age, and first duly cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the causes named in the caption, deposeth and saith: He became personally acquainted with the late Brigadier General Robert Lawson, an officer of the Virginia line on continental establishment during the war of the revolution, in the spring or fore part of the summer, A. D. 1794; the general then resided in Fayette county, Kentucky, where my acquaintance with him commenced. In May, 1796, I settled in the town of Washington, Mason county, and continued to reside in the same place until the fall of 1798. My acquaintance with the principal citizens of that county commenced early in 1794, and was pretty general. My father resided within one or two miles of Germantown, from 1790 until his death, which happened, if I rightly remember, in 1802, at whose house I frequently visited, and became personally acquainted with James Feagans. I have not the slightest recollection of ever having seen or heard of General Lawson having, at any time during the summer or fall of the year 1796, or at any time since, resided in or near Germantown, Mason county, Kentucky, or his having ever been seen or heard of in that county.

This deponent cannot state, with certainty, that General Lawson did not reside near Germantown in the summer of 1796; but from his personal acquaintance with the general, the notoriety of his character, and from the fact that this deponent, from the station he then occupied, had almost daily intercourse with some one or more of the citizens of the

county residing in or near Germantown, he is strongly impressed with the belief that the general could not (unless he had been concealed from the view of the citizens generally) have resided in or near Germantown, for three or four months, in the summer of 1796, without the fact of such residence coming to the knowledge of this deponent.

This deponent further states, that he was personally acquainted with Col. George Nicholas, Joseph Crockett, and George Thompson, three of the trustees named in the deed tripartite referred to in complainants' bill. In 1798 Nicholas resided in Lexington, Crockett in the then county of Fayette, and Thompson on Shawnee run, Mercer county. Col. Nicholas died between the fall of 1798 and the spring of 1800. This deponent lived in Lexington at the time of his death.

Are you well acquainted with the handwriting and signature of Richard C. Anderson, late principal surveyor of the Virginia military district; and are the signatures to the two letters hereto attached, as well as the body of said letters, in the handwriting of said Richard C. Anderson; and is the superscription of said letter directed to General Lawson, and also of said letter directed to Mr. Joshua Lewis, in the handwriting of said Richard C. Harrington?

Answer. I am well acquainted with the handwriting of Col. Anderson, late principal surveyor of the military district, having often transacted business with him in his office, and seen him write; and believe the letters and superscription of said letters to be in the proper handwriting of said Anderson.

THOMAS SCOTT.

I, Thomas Wood, a justice of the peace in and for said Franklin county, do hereby certify, that the above named Jas. H. Thompson, Lawson McCullough, and Thomas Scott, were by me sworn to testify the truth, the whole truth, and nothing but the truth, in the above suits; and that the above depositions were by the above named witnesses reduced to writing by them respectively, and subscribed before me this 28th day of December, A. D. 1841.

THOS. WOOD, *J. P.*"

Exhibits referred to in the foregoing deposition of Thomas Scott.

JEFFERSON, *June 25th*, 1794.

DEAR SIR: A survey has been made for Benj. Lawson for 1,666⅔ acres on the Scioto river—the plat was taken out by Mr. Dunlap; also, one for 1,000 acres in the name of William Lawson, on Paint creek—the plat was taken out by Mr. Massie—which is the only alteration that I recollect since I had the pleasure of seeing you in Lexington respecting the business. You have, in your own name, two surveys, of a thousand acres each; the rule of the office is to retain the plats until the expenses attendant thereon are paid, which, in the present case, is eight pounds fourteen shillings and sixpence; when paid the plats shall be subject to your order.

I am, dear sir, yr. mo. obedient servant,

RICHARD C. ANDERSON."

(Endorsed)—"Gen'l Robert Lawson."

SOLDIERS' RETREAT, *Jan.* 30, 1806.

SIR: General Lawson's warrant was for ten thousand acres, four thousand acres of which was surveyed in his own name; that you are acquainted with; three thousand acres were assigned to Major O'Bannon, and three thousand acres to General Nathaniel Massie, which is entered in their respective names. The assignments appear to have been signed by General Lawson himself; the assignments drawn by other hands.

I am, respectfully, sir, yours, &c.,

RICHARD C. ANDERSON.

(Endorsed)—"Mr. Joshua Lewis, near Lexington."

7th circuit court of the United States, district of Ohio.

THEODORE LEWIS et als., complainants, vs. JOHN BAIRD et als., defendants. } In chancery.

Also the same parties, complainants, vs. WILLIAM CHANDLER and others, defendants. } In chancery.

The defendants in the above entitled causes, and their attorneys and solicitors, are hereby notified that, on Wednesday, the 8th day of June next, at the office of the principal surveyor of the lands set apart for the officers and soldiers of the Virginia military line on continental establishment in the city of Chillicothe, in Ross county, Ohio, between the hours of 8 o'clock, A. M., and 6 o'clock, P. M., of said day, the depositions of sundry witnesses will be taken by the complainants, before competent authority, to be read in evidence on the hearing of the above entitled causes; and if the completing of the depositions be not effected on that day, then the same to be continued, from day to day, at the same place, and between the same hours as above, until they are completed.

Chillicothe, May 30th, 1842. THOS. SCOTT,
Sol'r for compl'ts.

We acknowledge service of the above notice, and waive the necessity of procuring the seal and certificate of the clerk of the magistracy of the officer before whom the depositions may be taken.

LEONARD & MASSIE,
May 31, 1842. *Attorneys for William Chandler and others.*

7th circuit court of the United States, district of Ohio.

THEODORE LEWIS et als., complainants, vs. JOHN BAIRD et als., defendants. } In chancery.

Also same parties, complainants, vs. WILLIAM CHANDLER et als., defendants. } In chancery.

The defendants in the above entitled causes, and their attorneys and

solicitors, are hereby notified, that on Wednesday, the 8th day of June next, at the office of the principal surveyor of the lands set apart for the officers and soldiers of the Virginia continental establishment, in the city of Chillicothe, Ross county, Ohio, between the hours of 8 o'clock, A. M., and 6 o'clock, P. M., of said day, the depositions of sundry witnesses will be taken by the complainants, before competent authority, to be read in evidence on the hearing of the above entitled causes; and if the completing of the depositions be not effected on that day, then the same to be continued, from day to day, at the same place, and between the same hours, until they are completed.

Chillicothe, May 30th, 1842.

THOMAS SCOTT,
Solicitor for compl'ts."

I acknowledge service of the above notice, and waive the necessity of procuring the official seal and certificate of the clerk as to the magistracy of the officer before whom the depositions may be taken.

June 2d, 1842.

HAMER, *for def'ts in the Baird case.*

THEODORE LEWIS et al., complainants,
vs.
JOHN BAIRD et als., defendants.

Also the same parties, complainants,
vs.
WILLIAM CHANDLER and others, defendants.

7th circuit court of the United States, district of Ohio—In chancery.

Deposition of witnesses taken in two causes pending in the seventh circuit court of the United States, district of Ohio, in chancery, wherein Theodore Lewis and als. *is* complainants, and John Baird and als., defendants; also the same parties, complainants, and William Chandler and others, defendants; in pursuance of the notice hereto attached, and at the time and place therein mentioned.

Present the plaintiffs, by Thomas Scott, their counsel.

Deposition of Wm. M. Anderson.

William Marshall Anderson, of the county of Ross, of lawful age, being first duly sworn by me as hereafter certified, deposes and says, that—

Question by complainants' counsel. Are you or not the surveyor of the lands set apart for the officers and soldiers of the Virginia line on continental establishment?

Answer. I am.

Question by same. Is there or not any entry in the book of entries in your office in the name of Nathaniel Massie, assignee, on the 14th March, 1799, No. 3,604, of 110 acres on part of two military warrants, No. 1,089 and 3,809, on the Scioto?

Answer. There is an entry in the name of Nathaniel Massie in the book in my office, on the 14th March, 1799, No. 3,604, for 110 acres

on part of two military warrants, No. 1,921 and 3,809, on the Scioto river; but no entry of the same date on warrants No. 1,089 and 3,809, neither in the name of Nathaniel Massie nor anybody else.

By same. Is there or not any survey recorded in your office in the name of Nathaniel Massie, assignee, No. 3,604, for 110 acres of land, on the Scioto river, on part of warrants 1,089 and 3,809, which purports to have been made on the 2d December, 1799, and recorded February 11th, 1801?

Answer. There is a survey recorded in my office in the name of Nathaniel Massie, assignee, No. 3,604, for 110 acres of land, on the Scioto river, on parts of warrants No. 1,921 and 3,809, which purports to have been made on the 2d December, 1799, and recorded February 11th, 1801; but I do not find any record of a survey in the name of Nathaniel Massie, No. 3,604, of 110 acres, on warrants No. 1,089 and 3,809, bearing date December 2d, 1799, and recorded February 11th, 1801; and further this deponent saith not.

W. MARSHALL ANDERSON.

Continued until to-morrow, the 9th day of June, 1842, between the same hours, and at the same place named in the notice.

Deposition of Wm. Creighton.

June 9th, 1842. Met pursuant to continuance.

Present, Thomas Scott, attorney for plaintiffs; when

William Creighton, of the county of Ross, of lawful age, being first duly sworn by me, as hereafter certified, deposes and says:

Question by complainants' counsel. Were you or not written to, when a member of Congress, in 1814 or 1815, by George T. Cotton, executor of the last will and testament of John O'Bannon, deceased, and requested to procure patents in the name of him, the said Cotton, executor as aforesaid, on certain surveys, which had been made in the name of the said Jno. O'Bannon, on parts of a military warrant which had been granted to General Robert Lawson for his services in the Virginia continental line during the war of the Revolution; and if so, did you or not apply at the General Land Office in order to procure said patents; were those patents made out for signing and recorded, and afterwards cancelled? and if so, state the causes which then operated to induce the cancellation of said patents, and all the circumstances connected therewith, so far as your memory will serve you at this distance of time.

Answer. To the best of my recollection and belief, I received one or more letters from George T. Cotton, executor of John O'Bannon, during the years 1814 and 1815, requesting me to apply to the Commissioner of the General Land Office for patents on surveys made in the name of John O'Bannon, on parts of a military warrant granted to General Robert Lawson. I have examined diligently my files of letters, but have not been able to find any letters from Cotton addressed to me at Washington on that subject, but I have no doubt such were received. When letters of that character were received by me,

which were very numerous from different parts of the district, and from other States, my practice was generally to address a note to the Commissioner on the subject, and sometimes to call in person, and make the desired inquiries. I have no doubt that on the receipt of Mr. Cotton's letters, that I did apply to the Commissioner of the General Land Office to obtain patents on the surveys of O'Bannon, but whether by letter or personally, I cannot now distinctly state. To the best of my recollection, I never heard or understood that patents were made out for signing and recorded, and afterwards cancelled, until after the present suits were commenced.

By same. Were you or not the guardian of the infant heirs of General Nathaniel Massie, deceased; and if so, were any patents for land obtained in their names prior to the time Mr. C. Wallace was, by the court of common pleas of Ross county, appointed their trustee, in pursuance of an act of the General Assembly of Ohio, except such as were procured through your application, of which you have any recollection?

Answer. I have no recollection of any patents issuing to the heirs of Nathaniel Massie, but such as were procured by me prior to the appointment of Mr. C. Wallace. I was the guardian of the infant heirs of Nathaniel Massie.

By same. Were you and your late partner, Wm. K. Bond, esq., the attorneys and solicitors of Mr. Wilson in conducting for him a suit in chancery in Pike common pleas, against the heirs of the said Nathaniel Massie, deceased, in order to procure a decree for the conveyance of a tract of land in Pike county aforesaid, which had been sold to said Wilson by the said Nathaniel Massie, in his lifetime, and patented to his children on the 16th June, 1819, a copy of which is hereto annexed, marked "A;" and if so, do you recollect of having had any conversation with Mr. Wilson prior to the obtaining of that decree relative to the claims to said land, or a part of it, by the legal representatives of General Robert Lawson?

Answer. Col. Bond and myself were solicitors for Samuel Wilson, in conducting for him a suit in chancery, in Pike common pleas, against the heirs of Nathaniel Massie, for a tract of land in that county, which had been sold to Wilson by Massie and wife, in their lifetime, as is evidenced by a transcript of a record in said case exhibited by the defendant, as a muniment of his title, marked "F." I have no recollection of any conversation with Mr. Wilson, prior to obtaining said decree, relative to a claim of said land, or any part thereof, by the legal representatives of General Robert Lawson. I believe the land described in the decree is embraced or covered by a patent issued to the heirs of Nathaniel Massie, on the 16th June, 1819, as per exhibit marked "A." And further this deponent saith not.

WM. CREIGHTON.

Deposition, &c., $2 00; subpœna and service, 62 c.;—$2 62; paid by plaintiff.

I, William H. Skerrett, mayor of the city of Chillicothe, in the

county of Ross, Ohio, do hereby certify, that the above named William M. Anderson, and William Creighton, were by me first duly sworn to testify the truth, the whole truth, and nothing but the truth, and that the foregoing deposition, subscribed by W. Marshal Anderson, was reduced to writing by me; also, the foregoing deposition, subscribed W. Creighton, was reduced to writing by the deponent, the said W. Creighton, in my presence, and were taken at the time and place (on adjournment) specified in the enclosed notices.

In testimony whereof, I have hereunto set my hand, and affixed the seal of the city of Chillicothe, this ninth day of June, in the [SEAL.] year eighteen hundred and forty-two.

WM. H. SKERRETT, *Mayor.*

Exhibit A, referred to in the foregoing deposition of William Creighton.

Exhibit A.

James Monroe, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye, that in consideration of military services performed by Robert Lawson, (a brigadier general for three years,) and by Henry Dawson, (a lieutenant for three years,) to the United States, in the Virginia line on continental establishment, and in pursuance of the act of Congress of the United States, passed on the 10th day of August, in the year 1790, entitled "an act to enable the officers and soldiers of the Virginia line on continental establishment to obtain titles to certain lands lying northwest of the river Ohio, between the Little Miami and Scioto," and other acts of the said Congress, amendatory to the said act, there is granted by the United States, unto Elizabeth Massie, Richard Skidder Massie, Nathaniel Massie, Nancy Massie, and Henry Massie, the only children of Nathaniel Massie, deceased, who was the assignee of the said Robert Lawson, and also assignee of Joseph Winlock, assignee of the said Henry Dawson, a certain tract of land, containing one thousand one hundred and sixteen and two-thirds acres, situate between the Little Miami and Scioto rivers, northwest of the river Ohio, as by survey, bearing date the third day of April, in the year one thousand seven hundred and ninety-seven, and bounded and described as follows, to wit: survey of one thousand one hundred and sixteen and two-thirds acres of land, on part of two military warrants, to wit: seven hundred and fifty acres, on part of warrant one thousand nine hundred and twenty-one, (the whole thereof being for ten thousand acres,) in favor of the said Robert Lawson; and three hundred and sixty-six and two-third acres, on part of warrant number two-hundred and thirty-three, (the whole thereof being for one thousand three hundred and sixty-six and two-thirds acres,) in favor of the said Henry Dawson, on the Scioto river, beginning at a bur, oak, elm, buckeye, and mulberry, on the bank of the river, upper corner to John Wilson's survey, No. 2,369; thence, up the river, north seventy-two degrees east, fifty-two poles, north sixty-eight degrees east, eighty-three poles, north three degrees

east, thirty-six poles, north forty-seven degrees west, sixty-eight poles, north seventy-two degrees west, ninety-two poles, north twenty-two degrees west, sixty-one poles, north five degrees east, ninety poles, north forty-four degrees east, seventy-eight poles, north sixty-seven degrees east, ninety-nine poles, south seventy-nine east, crossing a branch at eighty poles, south fifty-five degrees east, sixty poles, to a mulberry, hickory, and white oak, lower corner on the river to John T. Griffin's survey, No. 484; thence, with his line, north thirteen degrees west, two hundred and eighty-six poles, to two hickories; thence, north seventy-seven degrees east, fifteen poles, to two white oaks and a white walnut; thence, north thirteen degrees west, one hundred and seventy-four poles, to two small maples and a pin oak; thence, south sixty-seven degrees west, four hundred and seventy-two poles, crossing a branch at one hundred and eighty-four poles, to two white oaks and a black oak, upper back corner to Wilson; thence, with his line, south twenty-three degrees east, six hundred and seventy-four poles, to the beginning, with the appurtenances; to have and to hold the said tract of land, with the appurtenances, unto the said children of Nathaniel Massie, deceased, and their heirs and assigns, forever, as tenants in common, and not as joint tenants.

In witness whereof, the said James Monroe, President of the United States of America, hath caused the seal of the General Land Office to be hereunto affixed, and signed the same with his [L. S.] hand, at the city of Washington, the sixteenth day of June, in the year of our Lord one thousand eight hundred and nineteen, and of the independence of the United States of America the forty-third. JAMES MONROE.

By the President:

JOSIAH MEIGS, *Commissioner of the General Land Office.*

GENERAL LAND OFFICE.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of a patent, taken from the records of this office, vol. 8, p. 513.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of the office to be affixed, at the city of Wash- [SEAL.] ington, the 16th of April, 1840.

JAS. WHITCOMB.

7th circuit court of the United States, District of Ohio:

THEODORE LEWIS and als. vs. JOHN BAIRD and als. } In chancery.

SAME vs. JAMES DAVIS and als.

The defendants, their attorneys or solicitors, are hereby notified, that on Thursday, the fifth day of May next, between the hours of six o'clock, A. M., and 1 o'clock, P. M., of said day, at the office of the clerk of common pleas, for the county of Highland, in the town of

Hillsborough, before competent authority, depositions will be taken by the plaintiffs aforesaid, to be read in evidence in the above entitled causes.

THOS. SCOTT,
Sol'r for complainants.

CHILICOTHE, *April 28th*, 1842.

I acknowledge service of the within notice, and waive the necessity of an official certificate, and seal of the clerk of the magistracy of the officer before whom the depositions may be taken. Dated this 28th April, 1842.

LEONARD & MASSIE,
Attorneys for defts.

The State of Ohio, Highland county, ss:

Deposition of Allen Trimble, taken at the clerk's office, in Hillsborough, in said county, before Samuel Bell, master commissioner in chancery, duly appointed by the court of common pleas of said county, on Thursday, the 5th day of May, 1842, between the hours of 6 o'clock, A. M., and 1 o'clock, P. M., agreeably to the enclosed notice, to be read in evidence in certain suits in equity now pending in the seventh circuit court of the United States, in and for the district of Ohio, wherein Peter K. Wagner, and Sidonia Pierce Wagner, his wife, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza Cornelia Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, Benjamin Franklin Lewis, John Bowman, and Mary Pierce Bowman, his wife, and George C. Thompson, are complainants, and John Baird, James *N.* Campbell, Thomas Jennings, Isaac E. Day, Duncan Evans, William King, Victor King, Samuel King, Absalom King, William Moore, and Christian Snediker, are defendants, and which suit stands docketed: Theodore Lewis et al. vs. John Baird et al., in chancery; also, in another suit in chancery, pending in said circuit court, wherein the said first named parties are complainants, and James Davis, of Pike county, James Davis, Hannah Davis, Mary Davis, George Davis, Charles Davis, Louisa Davis, John Davis, and Botkin Davis, are defendants, and which suit stands docketed thus: "Theodore Lewis et al. vs. James Davis et al., in chancery."

Deposition of Allen Trimble.

Allen Trimble, of full age, being first duly cautioned and sworn, deposeth and saith:

Interrogatories by complainants to deponent. 1st. Are you personally acquainted with Edward Figgins, Fielding Figgins, of Fayette county, and Edward Thompson, of Brown county?

Answer. Yes, I am.

2d. Were you at the house of said Edward Figgins in December last, when on your way to the circuit court at the city of Columbus?

Answer. I was.

3d. When at the house of said E. Figgins, at *the just* referred to,

east, thirty-six poles, north forty-seven degrees west, sixty-eight poles, north seventy-two degrees west, ninety-two poles, north twenty-two degrees west, sixty-one poles, north five degrees east, ninety poles, north forty-four degrees east, seventy-eight poles, north sixty-seven degrees east, ninety-nine poles, south seventy-nine east, crossing a branch at eighty poles, south fifty-five degrees east, sixty poles, to a mulberry, hickory, and white oak, lower corner on the river to John T. Griffin's survey, No. 484; thence, with his line, north thirteen degrees west, two hundred and eighty-six poles, to two hickories; thence, north seventy-seven degrees east, fifteen poles, to two white oaks and a white walnut; thence, north thirteen degrees west, one hundred and seventy-four poles, to two small maples and a pin oak; thence, south sixty-seven degrees west, four hundred and seventy-two poles, crossing a branch at one hundred and eighty-four poles, to two white oaks and a black oak, upper back corner to Wilson; thence, with his line, south twenty-three degrees east, six hundred and seventy-four poles, to the beginning, with the appurtenances; to have and to hold the said tract of land, with the appurtenances, unto the said children of Nathaniel Massie, deceased, and their heirs and assigns, forever, as tenants in common, and not as joint tenants.

In witness whereof, the said James Monroe, President of the United States of America, hath caused the seal of the General Land Office to be hereunto affixed, and signed the same with his [L. S.] hand, at the city of Washington, the sixteenth day of June, in the year of our Lord one thousand eight hundred and nineteen, and of the independence of the United States of America the forty-third. JAMES MONROE.

By the President:

JOSIAH MEIGS, *Commissioner of the General Land Office.*

GENERAL LAND OFFICE.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of a patent, taken from the records of this office, vol. 8, p. 513.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of the office to be affixed, at the city of Wash- [SEAL.] ington, the 16th of April, 1840.

JAS. WHITCOMB.

7th circuit court of the United States, District of Ohio:

THEODORE LEWIS and als. vs. JOHN BAIRD and als. } In chancery.

SAME vs. JAMES DAVIS and als.

The defendants, their attorneys or solicitors, are hereby notified, that on Thursday, the fifth day of May next, between the hours of six o'clock, A. M., and 1 o'clock, P. M., of said day, at the office of the clerk of common pleas, for the county of Highland, in the town of

Hillsborough, before competent authority, depositions will be taken by the plaintiffs aforesaid, to be read in evidence in the above entitled causes.

THOS. SCOTT,
Sol'r for complainants.

CHILICOTHE, *April 28th*, 1842.

I acknowledge service of the within notice, and waive the necessity of an official certificate, and seal of the clerk of the magistracy of the officer before whom the depositions may be taken. Dated this 28th April, 1842.

LEONARD & MASSIE,
Attorneys for defts.

The State of Ohio, Highland county, ss:

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Deposition of Allen Trimble.

Allen Trimble, of full age, being first duly cautioned and sworn, deposeth and saith:

Interrogatories by complainants to deponent. 1st. Are you personally acquainted with Edward Figgins, Fielding Figgins, of Fayette county, and Edward Thompson, of Brown county?

Answer. Yes, I am.

2d. Were you at the house of said Edward Figgins in December last, when on your way to the circuit court at the city of Columbus?

Answer. I was.

3d. When at the house of said E. Figgins, at *the just* referred to,

were there any other persons present except the said E. Figgins and yourself? if so, name them.

Answer. Fielding Figgins, Edward Thompson, and —— King *was* there, who said he was a defendant in one of the above causes, who said he was there for the purpose of taking depositions in said cause.

4th. Are the said Edward Figgins and Fielding Figgins the reputed sons of Captain Daniel Figgins, formerly of Mason county, Kentucky?

Answer. They were.

5th. What are the respective ages of the said Edward and Fielding Figgins?

Answer. Fielding Figgins is about 80 years of age, and Edward Figgins is about 58 years of age.

6th. Is the said Edward Thompson a relative of the said Figgins? and if so, be pleased to state the manner in which they stand related to each other.

Answer. Thompson is their brother-in-law, having married their sister.

7th. Did you or not, in the course of the conversation which took place at the house of Edward Figgins, at the time referred to above, understand from the said Edward Figgins, Fielding Figgins, and Edward Thompson, or either, and which of them, that they expected on the succeeding day, or some short time thereafter, to give their depositions, or the deposition of one or more, and which of them, to be read in evidence in a cause then pending and undetermined in the 7th circuit court of the United States, district of Ohio, wherein Theodore Lewis and al. were complainants, and John Baird et al. were defendants?

Answer. I understood, from the conversation of the aforesaid King and Figgins, that the depositions of the two Figgins would be taken on the next day, to be read in evidence on behalf of the defendants in said cause.

8th. In the course of the conversation which took place at Mr. Edward Figgins', at the time above referred to, or at any other time or times, were you given to understand by them, the said Edward Figgins, Fielding Figgins, and Edward Thompson, or either and which of them, that Capt. Daniel Figgins, their said ancestor, had, in 1796 or 1797, or at any other time, procured from General Robert Lawson an assignment for 2,000 acres of the warrant which had been granted to him by the Commonwealth of Virginia, for his services as a brigadier general of the continental line of that State during the war of the Revolution?

Answer. I understood from all of them that Captain Daniel Figgins, their said ancestor, received an assignment for 2,000 acres of a land warrant for 10,000 acres from General Robert Lawson, at a very early period, say 1796 or 1797, being part of a warrant which said Lawson had received for his services in the war of the Revolution,

which part of warrant was located on the waters of White Oak creek, including the present site of Georgetown, the county seat of Brown county.

9th. What did you hear them say respecting the habits of General Lawson, and his then state of mind?

Answer. They spoke of him as being a very intemperate man; they said he never was sober when he could get liquor to drink, during the time he was at their father's house, in Mason county, Kentucky, which was about the time he made the said assignment; that such was his thirst for drink, he would hire persons to go and bring him drink, when he could not procure it in any other way. He became very troublesome while at the house of their father; so much so, that Mrs. Figgins wished him taken away, and their father procured a boat, and sent his son, Fielding Figgins, with him to Louisville, or Anderson's office, to take care of him, believing him not able to take care of himself.

10th. What have been the habits as respects sobriety and temperance of the said Fielding Figgins, and his present state of memory?

Answer. I never saw him drunk, but he is in the habit of drinking freely; for the last five years he has not drank so much. I consider his memory somewhat impaired; and such was stated to be the case by his brother-in-law, Edward Thompson, at the time I saw them together, as above stated.

11th. Do you know Sarah Dickings and William Dunlap, now residing in Brown county, Ohio; and if so, are they the reputed children of Alexander Dunlap, deceased, formerly of Woodford county, Kentucky, who purchased lands of General Robert Lawson, situated in Ross county, Ohio?

Answer. I know the said Sarah Dickings and William Dunlap, and that they are the reputed children of the said Alexander Dunlap, who purchased lands of said Lawson in Ross county, Ohio.

ALLEN TRIMBLE.

Interlineations and erasures made before signing.

UNITED STATES OF AMERICA,
State of Ohio, county of Highland:

I, Samuel Bell, master commissioner of the court of common pleas of said county of Highland, certify that, on the 5th day of May, 1842, at the clerk's office of said court of common pleas, in Hillsborough, being the time and place mentioned in the above caption, before me came personally the above named Allen Trimble, and after being carefully examined, cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth, in the causes aforesaid, did, for himself, in my presence, subscribe the foregoing and annexed deposition, after the same had been reduced to writing *to writing* by me; and that I am not of counsel or attorney to either of the parties in the causes aforesaid, or in any manner whatsoever interested in the event thereof.

All which is certified at the clerk's office in Hillsborough aforesaid, in the county of Highland aforesaid, by me, this 5th day of May, 1842.

SAMUEL BELL, *M. C. H. C. P.*

The State of Ohio, Highland county, ss:

I, Samuel Bell, clerk of the court of common pleas, in and for said county, certify, that Samuel Bell, before whom the foregoing deposition was taken, is master commissioner of said court, duly appointed and qualified as such.

In testimony whereof I have hereunto set my hand and seal of said court, this 5th day of May, 1842.

[SEAL.] SAMUEL BELL, *Clerk, H. C. P.*

And at this same term, to wit, the July term of said court, in the year of our Lord one thousand eight hundred and forty-two, the defendants filed the following depositions, to be read in evidence on their behalf, upon the hearing of this cause, to wit:

U. States 7th cirt., dist. of Ohio.

THEODORE LEWIS and others,
vs.
WILLIAM BAIRD, WILLIAM MOORE, and others. } In chancery.

The complainants will take notice that, on the 17th day of December, 1840, between the hours of 8 A. M., and 6 P. M., of said day, at the dwelling house of Willis Feagins, in Fayette county, Ohio, situate on the turnpike road, leading from Washington, in Fayette, to Wilmington, in Clinton county, about five miles from Washington, the defendants will take sundry depositions to be read in evidence in the above cause.

HAMER, *for defendants.*

Nov. 30, 1840.

I acknowledge service of the above notice, waive proof of the official character of the officer, and all exceptions as to the time of giving notice.

THOS. SCOTT, *Solr. for complts.*

Dec 3, 1840.

Caption.

The depositions of Fielding Feagins, and Edward Feagins, and others, taken before me, a justice of the peace, in and for the county of Fayette, and State of Ohio, at the dwelling house of Willis Feagins, near the turnpike leading from Washington to Wilmington, in Clinton county, about five miles from Washington, on the 17th day of December, 1841, between the hours of eight o'clock, A. M., and six P. M., of said day, pursuant to the enclosed notice, to be read in evidence on the trial of a cause pending in the circuit court of the United States, for the 7th circuit and district of Ohio, wherein Theodore Lewis and others are complainants, and John Baird, William Moore, and others, are defendants, in chancery. Said Fieldin Feagins, being of lawful age and duly sworn, saith as follows:

Deposition of Fielding Feagins.

Questions for witnesses.

1st. Were you acquainted with Daniel Feagins in his lifetime; if so, where, and when were you acquainted with him?

Answer by witness. I *were* acquainted with Daniel Feagins from the time I could recollect until the day of his death, for I am a son of said Daniel Feagins.

2d. Did you ever see said Feagins write; if so, what opportunity had you to become acquainted with his hand *wrighting*?

Answer by witness. I have seen him, Daniel Feagins, do business in Kentucky and in Ohio, and also have considerable of his handwriting in my possession at this time, and have seen him write frequently, and is well acquainted with his handwriting.

3d. Please look at the paper now presented to you, purporting to be a land warrant to General Robert Lawson, 10,000 acres of land, with an assignment thereon from said Lawson, to John O'Bannon, for 3,333⅓ acres, dated 16th of August, 1796, and tested by Daniel Feagins, which paper is marked "A," and say whether you would take the signature of Daniel Feagins to be in his own proper handwriting?

Answer by witness. I do believe it to be his own hand *wrighting*.

4th. If a paper, dated in the lifetime of said Feagins, *were* presented to you, having such a signature as this, would you, or would you not, believe it to be genuine?

Answer. I would believe it to be genuine.

5th. Were you acquainted with General Robert Lawson in his lifetime; if so, when and where did you know him?

Answer by witness. I first became acquainted with said Lawson at his own house, and afterwards was acquainted with him at my father's house, in Mason county, Kentucky, in the summer time of the year, 1796, for the said Gen. Robert Lawson was at my father's about four months.

6th. Was he, or was he not, in August, 1796, or about that time, a man of sound mind, capable of transacting business, or was he insane?

Answer. He was a man of sound mind and good sense, when sober, and capable of transacting any kind of business.

7th. Did you, or did you not, at any time during your acquaintance with Gen. Robert Lawson, see him write his name; if so, is the signature "Ro. Lawson," attached to the assignment on the above described land warrant, now shown to you, like the handwriting of said Gen. Lawson?

Answer by witness. I believe that it looks like his hand *write*, and I think it is his hand *wright*, for I have *saw* him *wright* frequently.

8th. Did or did not James McKinney, now of Brown county, Ohio, reside on the farm of Daniel Feagins, in Mason county, Kentucky, in the year 1796, as a tenant?

Answer by witness. He did.

FIELDIN FEAGINS.

Deposition of Edward Feagins.

Also Edward Feagins, of Fayette county, and of lawful age, being first duly sworn, as hereafter certified, deposes and says, that—

1st. Were you acquainted with Daniel Feagins in his lifetime; if so, where and when were you acquainted with him?

Answer by witness. I am a son of said Feagins, and have known him since my first recollection until the death of said Feagins.

2d. Did you ever see said Feagins write; if so, what opportunity had you to become acquainted with his hand *wrighting*.

Answer by witness. He was a justice of the peace, and I have seen him *wright* at home and abroad, and have his hand *wrighting* now in my house?

3d. Please look at the paper now presented you, purporting to be a land warrant to Gen. Robert Lawson for 10,000 acres of land, with an assignment thereon, from said Lawson, to John O'Bannon, for 3,333⅓ acres, dated 16th August, 1796, and tested by Daniel Feagins, which paper is marked "A," and say whether you would take the signature of Daniel Feagins to be his own proper hand *wrighting?*

Answer by witness. I do.

4th. If a paper, dated in the lifetime of said Feagins, were presented to you, bearing such a signature as this, would you or would [you] not believe it to be genuine?

Answer by witness. I would believe it to be genuine.

5th. Were you acquainted with Gen. Robert Lawson in his lifetime; if so, when and where did you know him?

Answer by witness. I recollect of seeing Gen. Robert Lawson at my father's house, in Mason county, Kentucky, but I was too young to recollect much about it.

EDWARD FEAGINS.

State of Ohio, Fayette county, ss:

I, J. W. Williams, a justice of the peace in and for said county, do hereby certify, that the above named Fieldin Feagins, and Edward Feagins, were by me sworn to testify the truth, the whole truth, and nothing but the truth; and that the foregoing depositions by them *respectfully* subscribed, were reduced to *wrighting* by me; and I am not interested in the suit; and were taken at the time and place specified in the enclosed notice.

Given under my hand and seal this 17th day of December, 1841.

J. W. WILLIAMS, *J. P.* [SEAL.]

Exhibit A.

Exhibit A, referred to in the foregoing deposition of Edward Feagins.

" Land Office, Military Warrant, No. 1921. To the principal surveyor of the lands set apart for the officers and soldiers of the commonwealth of Virginia. [L. S.]

This shall be your warrant, to survey and lay off, in one or more sur-

veys, for Brigadier Genl. Robert Lawson, his heirs or assigns, the quantity of ten thousand acres of land, due unto the said Robert Lawson in consideration of his services for three years, as a Brigadier Genl. in the Virginia continental line, agreeably to a certificate from the governor and council, received into the land office.

Given under my hand, and the seal of the said office, this 21st day of November, in the year one thousand seven hundred and 83.

JOHN HAWICK, *L. C.*

(Endorsement.) "I do hereby assign to John O'Bannon three thousand three hundred and thirty-three and $\frac{1}{3}$ acres of the within warrant, it being for value received, and to be three thousand acres of the part yet to survey.

As witness my hand this 16th day of August, 1796.

RO. LAWSON."

Test: DANIEL FEAGINS.

General Land Office:

I, John M. Moore, acting commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of Virginia continental land warrant, No. 1921, on file in this office, and the above a fac simile of the assignment endorsed on said warrant.

In testimony whereof I have hereunto subscribed my name, and caused the seal of this office to be affixed at the city of Washington, [SEAL.] the 7th day of October, 1844.

JOHN M. MOORE,
Acting commissioner.

"To *laid* in six surveys, of which five to be of fifteen hundred acres each, the other to contain the balance.

ED. CARRINGTON,
For General Lawson."

General Land Office:

I, John M. Moore, acting Commissioner of the General Land Office, do hereby certify, that the above is a fac simile of an endorsement on warrant No. 1921, relating to the location of the same, which it was found inconvenient to copy on the copy of said warrant herewith furnished.

In testimony whereof I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of Wash- [SEAL.] ington, the 7th day of October, 1841.

JOHN M. MOORE,
Acting commissioner.

Circuit court of the U. States, 7th circuit, dist. of Ohio:

THEODORE LEWIS and others, heirs, &c., of Robt. Lawson, vs. JOHN BAIRD, WILLIAM MOORE, and others. } In chancery.

The complainants will take notice, that on Thursday the 7th of Oct.,

1841, at the clerk's office in Georgetown, Brown county, Ohio, between the hours of 8 A. M., and 6 P. M., of said day, before some person authorized to administer oaths, the defendants will take the deposition of John H. Blair and others; and on Friday, the 8th of October, 1841, between the hours of 8 A. M., and 6 P. M., of said day, at the office of Isaac Sutherland, esq., a justice of the peace of Byrd township, Brown county, Ohio, the depositions of William Dunlap and others, will be taken by the said defendants; all of which depositions will be offered as evidence on the hearing of the above cause; the complainants can attend and cross examine if they think proper.

HAMER, *Sol. for defts.*

Sept. 28, 1841.

Service of the above is acknowledged, and proof of the official character of the officer taking the said depositions is waived; also all exceptions as to the time of giving notice.

THOMAS SCOTT, *Sol. for complts.*

Sept. 30, 1841.

Deposition of Sally Dickings.

The depositions of Sarah Dickings and Wm. Dunlap, taken before me, Isaac Sutherland, a justice of the peace, at my office in Bird township, Brown county, Ohio, on the 8th day of October, 1841, between the hours of 8 A. M., and 6 P. M., of said day, to be read as evidence on the trial of a suit in chancery, now pending in the circuit court of the United States for the 7th circuit and district of Ohio, wherein Theodore Lewis and others are complainants, and John Baird and others are defendants, taken pursuant to the enclosed notice. The deponent, Sarah Dickings, being of lawful age, and first duly sworn to tell the truth, the whole truth, and nothing but the truth, deposeth and saith:

Question by defts. counsel. Were you acquainted with Gen. Robert Lawson in his lifetime; if so, when and where?

Answer. I was acquainted with him; I saw him several times at my father's, in Woodford county, Kentucky, between the years 1796 and 1800; on one occasion he was there between three and four weeks; the precise periods of his visits I cannot state, but I know it was between the two years above mentioned; he resided about fifteen miles from my father's; his son John was there often; I am not certain whether any other member of his family was ever there.

Quest. by same. From your knowledge of Genl. Lawson, was he a man of sound mind, capable of transacting business, or otherwise?

Answer. From my knowledge of him I think he was a man of sound mind, capable of transacting business; I never saw or heard anything that would induce me to think otherwise; I did hear in those days that he sometimes drank, but I never saw him under the influence of liquor; and further this deponent saith not.

SALLY DICKINGS.

Deposition of Wm. Dunlap.

Also the deposition of William Dunlap, taken at the same time and place, and for the same purpose as the above; said deponent being of lawful age, and first duly sworn, deposeth and saith:

Quest. by defendants' counsel. Were you acquainted with Gen. Robert Lawson in his lifetime; and if so, when and where did you know him?

Answer. I knew him between 1795 and 1800, at my father's, in Woodford county, Kentucky.

Quest. by same. From your knowledge of him was he a man of sound mind, capable of transacting business, or otherwise?

Answer. I would take him to be a man of sound mind, capable of transacting business; and further this deponent saith not.

WILLIAM DUNLAP.

State of Ohio, Brown county, ss:

I, Isaac Sutherland, a justice of the peace in and for Byrd township, county and State aforesaid, do hereby certify, that Sarah Dickings and William Dunlap, the above named witnesses, were each by me sworn to testify the truth, the whole truth, and nothing but the truth, and that the depositions by them respectively subscribed were reduced to writing by me; the caption and questions being written by counsel; and that they were taken at the time and place above specified, and named in the enclosed notice.

Given under my hand and seal, this 8th day of October, A. D. 1841.

ISAAC SUTHERLAND, [SEAL.]
Justice of the peace.

Justice's fees, 75; witness' fees, $1 00; paid by defendants.

Circuit court of United States,
7th circuit, district of Ohio:

THEODORE LEWIS and others, heirs, &c., of Robert Lawson,
vs.
JOHN BAIRD and others.
} In chancery.

The complainants will take , that on Thursday, the 7th of October, 1841, at the clerk's office, in Georgetown, Brown county, Ohio, between the hours of 8 A. M., and 6 P. M., of said day, before some person authorized to administer oaths, the defendants will take the depositions of John H. Blair and others; and on Friday, the 8th of October, 1841, between the hours of 8 A. M., and 6 P. M., of said day, at the office of Isaac Sutherland, esq., a justice of the peace of Byrd township, Brown county, Ohio, the depositions of William Dunlap and others will be taken by the said defendants; all of which depositions will be offered as evidence on the hearing of the above cause. The complainants can attend and cross examine, if they think proper.

HAMER, *Sol. for Defts.*

September 28th, 1841.

Service of the above is acknowledged, and proof of the official character of the officers taking the said depositions is waived. Also, all exceptions as to time giving notice.

THOS. SCOTT, *Sol. for Compl'ts.*

Sept. 30, 1841.

(A copy. For original, see the depositions taken before esquire Sutherland, on the 8th of Oct., 1841—H.)

The depositions of John H. Blair and others, taken at the clerk's office, in Georgetown, Brown county, Ohio, on the 7th day of October, 1841, to be read in evidence on the part of the defendants, in a suit pending in chancery, in the circuit court of the United States, 7th circuit, district of Ohio, wherein Theodore Lewis and others, heirs, &c., of Robert Lawson, are complainants, and John Baird, William Moore, and others, are defendants.

Deposition of John H. Blair.

This day personally came John H. Blair, of lawful age, who, being by me first duly sworn, deposeth and saith:

Question by defendants' counsel. Are you acquainted with the lands in controversy in this suit, on which Victor King, James W. Campbell, and the other defendants, reside; if so, how long has the survey been occupied by the defendants, and those under whom they claim?

Answer. I am acquainted with the lands on which the above named persons and others reside; the first settlement made on said lands was in the spring of 1812, by Richard Blair and Samuel McConaughy; they, and persons claiming under them, have occupied it ever since; Richard Blair sold his interest to Samuel King and Samuel McIlhenny; Samuel King sold to Nathaniel Woods; Woods, I believe, sold to Duncan Evans, who resides on it now; Samuel McIlhenny died in possession, and his tract was sold on partition by the sheriff, and was purchased by Absalom King, who resides on it now; Samuel McConaughy sold one-fourth of the survey to Victor King, who has resided on it since the spring of 1813; a part of said survey Samuel McConaughy sold James McConaughy, a part to William Moore, a part to John Baird, a part to Victor Larimer, and the balance to James W. Campbell; Moore, Baird, and Campbell are now in the possession of their tracts so sold to them; James McConaughy died, and his tract was sold by order of court, and is now in possession of Christian Snediker; the tract purchased by Larimer is the same that is now owned and possessed by Samuel King; Victor King sold part of his purchase to William King, who now resides on it, having settled on it a short time after the late war with Great Britain.

Question by same. Please state whether there are or not valuable improvements on this land in controversy, and specify some of them.

Answer. There are valuable improvements on said lands; there are eight separate and distinct farms, besides other small parcels attached to other farms; all of said farms are well improved, having on them good

dwelling-houses and other buildings, good orchards, and in a good state of cultivation.

Question by same. How far does said survey of land lie from Georgetown, the seat of justice for Brown county?

Answer. The nearest line is little more than one mile from Georgetown.

Question by same. What is said survey worth in its present condition?

Answer. I believe there are about twelve hundred acres of land, and it would be cheap at twenty dollars per acre; and further this deponent saith not.

JOHN H. BLAIR.

Deposition of John Roney.

Also, at the same time and place, personally came John Roney, of lawful age, who, being first duly sworn, deposeth and saith:

Question by defendants' counsel. How long have you lived in this neighborhood; are you acquainted with the land in controversy; and if so, how long has the survey been settled and improved by the defendants, and those under whom they claim?

Answer. I have lived in this neighborhood since the spring of 1804; I have been acquainted with the lands in controversy ever since; my land adjoins the lands in controversy; said lands were settled and improved at the time of the late war with Great Britain; the particular time at which it was settled I cannot distinctly recollect now; Richard Blair [and] Samuel McConaughy were the two first settlers, Victor King next, William King next, Victor Larimer, Samuel McIlhenny, James McConaughy, Samuel King, Duncan Evans, James W. Campbell, John Baird, Christian Snediker, Absalom King, William Moore, Isaac E. Day, and Thomas Jennings, sr., have settled on said land, from time to time, since.

Question by same. Please state how near said survey lies to Georgetown, the seat of justice for Brown county?

Answer. Within about one mile and one-fourth from Georgetown.

Question by same. Is, or is not, said land well improved?

Answer. It is well improved; there are eight good farms, besides some parts of farms; each of these farms contain good dwelling-houses, and other buildings, good orchards, &c.; there are three brick houses.

Question by same. What is said survey worth in its present condition; and what was it worth in the year 1811, before it was settled?

Answer. It is now worth, at the lowest estimate, twenty dollars per acre; and if I owned, I would not take that; in 1811, such land was selling at from two to three dollars per acre in this neighborhood; and further this deponent saith not.

JOHN RONEY.

Deposition of J. McKinney.

Also, at the same time and place, James McKinney, of lawful age, who, being first duly sworn, deposeth and saith:

Question by defendants' counsel. Were you acquainted with General Robert Lawson in his lifetime; and if so, when and where did you know him?

Answer. I became acquainted with General Robert Lawson in the summer of 1796, who remained some two or three months, during that summer, at Capt. Daniel Feagin's, near Germantown, Mason county, Kentucky; I know that this was in 1796, from the fact that I moved to Ohio in February, 1797; this fact I know, because my oldest son was born the July following, and his birth is recorded in my family Bible in July, 1797; in the summer of 1796, I resided on Capt. Feagin's farm, near Germantown, Mason county, Ky., the same place on which said Feagins lived; I frequently saw said Lawson there; also several times in Germantown af'd; Lawson came there in the early part of the summer of that year, and remained there during harvest, and until after harvest of that year, 1796.

Question by same. From your acquaintance with him, can you state whether he was a man of sound mind, capable of transacting business during that summer, or otherwise?

Answer. He was a man who drank considerable, and was like other men when drinking; but when sober, he appeared to be a sensible intelligent man, and a man of good education. I never saw or heard any thing that would induce me to believe that he was not a man of sound mind, and as capable of transacting business as any other man. I never heard it intimated that Lawson was an insane man, or incapable of transacting business in the summer of 1796, nor at any time since, until last Friday or Saturday, I was told they were trying to make him out so.

Question by same. Do you know any other fact material to the parties in this suit? If so, please state it.

Answer. I do not recollect any other at this time; and further this deponent saith not.

JAMES McKINNEY.

Deposition of Wm. Buckner.

Also, at the same time and place, came William Buckner, of lawful age, who, being first duly sworn, deposeth and saith:

Question by defendants' counsel. Were you acquainted with General Robert Lawson in his lifetime? If so, state when and where you knew him.

Answer. I saw Robert Lawson several times at my father's, in Brackin county, Kentucky, some where from the year 1794 to 1796. He visited my father's on business, and remained there some two or three weeks at a time.

Question by same. From your acquaintance with Gen'l Lawson, was he a man, at that period, of sound mind, capable of transacting business, or otherwise?

Answer. I considered him a man of sound mind, and capable of transacting his own business. My father purchased of him one thou-

sand acres of land, from him at the period before spoken. He appeared to be intelligent, and a man of commanding appearance.

Question by same. Do you know any fact that would induce you to believe that Gen'l Lawson was, about that period, of unsound mind; or have you ever heard such a charge made against him?

Answer. I saw nothing myself, nor did I ever hear a word that would induce me to believe that he was not a man of a sound mind, except what I have heard within a few weeks past; and further this deponent saith not.

WM. BUCKNER.

Deposition of Abel Rees.

Also, at the same time, Abel Rees, who, being by me first duly sworn, deposeth and saith:

Question by defendants' counsel. Are you acquainted with the lands in controversy, occupied by Victor King, James W. Campbell, and the other defendants; if so, how long have you known said survey, and how long has it been settled and improved?

Answer. I am acquainted with the lands occupied by Victor King and others, and have known since about 1808, at which time I settled in this neighborhood; it was then called O'Bannon's land, and it continued to be so called until purchased by Samuel McConaughy. I think that McConaughy commenced improving the land in 1813. McConaughy was here before the war, and I believe he purchased the land some time before he settled on it. Shortly after McConaughy settled, Richard Blair settled on it; and soon after Victor King and Victor Larimer settled. William King shortly after James McConaughy. Those persons, and those claiming under them, have occupied the same ever since, and are now in possession of the same.

Question by same. Is said survey of land well improved, or otherwise; what was it probably worth in 1811, and what is it worth now in its present condition?

Answer. I consider it well improved. In 1811 it might have been purchased at about two dollars and fifty cents per acre. I should not like to take less than thirty dollars per acre, if I owned it. It is well improved, well timbered, &c., and I do consider it worth thirty dollars per acre. The land is well watered and plenty of *rock*.

Question by same. Do you reside on a farm, or in town; and how near to the lands spoken of?

I reside on a farm, and have for the last thirty-two years. My farm is not more than sixty rods from the line of the survey spoken of; and further this deponent saith not.

ABEL his ✕ mark REES.

State of Ohio, Brown county, ss:

I, James H. King, an acting justice of the peace of the county aforesaid, do certify, that John H. Blair, John Rony, James McKinney, William Buckner, and Abel Rees, were *by sworn* to testify the truth,

the whole truth, and nothing but the truth, and that the foregoing depositions, respectively signed by them, were reduced to writing by me, and taken in pursuance of the enclosed notice, (marked A.)

Given under my hand and seal, this 7th October, 1841.

Justice's fees $2, witnesses' fees $2 50—$4 50, paid by defendants.

JAS. H. KING, *J. P.* [L. S.]

Circuit court U. States, 7th district, Ohio:

THEODORE LEWIS and others, vs. JOHN BAIRD, WM. MOORE, and others. } In chancery.

Depositions will be taken in this case, at the store of James Savage, in Germantown, Mason county, Kentucky, on Wednesday, the 15th of Dec'r, 1841, between 8, A. M., and 4, P. M., of said day.

TH. L. HAMER, *Sol. for defts.*

December 11th, 1841.

I acknowledge service of the above notice, and waive all exceptions as to the time of giving notice and proof of the official character of the officer taking the same, Dec'r 11th, 1841, so far as I have authority.

C. F. CAMPBELL,
Sol'r for Complainants.

Deposition of Josiah Pollock.

The deposition of Josiah Pollock, taken before me, Joseph Frazee, one of the justices of the peace for the county of Mason, and State of Kentucky, at the store of James Savage, in Germantown, Kentucky, on the 15th day of December, 1841, between the hours of 1 o'clock, P. M., and 4 o'clock of said day, in pursuance of the enclosed notice, to be read as evidence on the trial of a case now pending in chancery in the circuit court of the United States, for the 7th circuit and district of Ohio, wherein Theodore Lewis and others are complainants, and John Baird, William Moore, and others, are defendants.

The said Josiah Pollock being duly sworn, and of lawful age, deposeth and saith, as follows:

Question by defendant Moore. What do you know about Gen'l Lawson, or about his being at Capt. Daniel Feagin's in the year 1796?

Answer. As for the year, I do not recollect, but think it was about that time, or near that time, that Gen'l Lawson was about Capt. D. Feagin's; and the settlement near and about Germantown, was tolerably thick settled in the year 1796, and I have seen Gen'l Lawson at Capt. D. Feagin's at the time spoken of.

Question by complainants' agent. How old are you?

Answer. About 65 years?

Question by same. How often did you see Gen. Lawson at Feagin's?

Answer. I do not recollect, but have seen him there frequently.

Question by same. What was Gen'l Lawson's size, the color of his hair, complexion, and apparent age?

Answer. I do not recollect any thing of his size. His hair, I think, was rather dark, and some few grey hairs through it might be seen. His complexion I do not recollect, but think it was rather red at some times, and at others rather pale. I think he was from 35 to 40 years of age, and might have been 50 from what I know.

Question by same. Can you say whether he was tall or short, fleshy or lean?

Answer. I think he was rather fleshy; whether he was tall or not, I do not recollect.

Question by same. How was Gen'l Lawson dressed when you saw him, genteely or shabbily?

Answer. I do not recollect.

Question by same. What were Gen'l Lawson's habits as to temperance?

Answer. I have seen him, I think, in 2 sprees of drinking, but, in the general, a steady man, as I tho't.

Question by same. How long did Gen'l Lawson remain at Daniel Feagin's?

Answer. I do not know, but I think something like two months.

Question by same. At what season of the year did you see him there?

Answer. I think it was in the summer or fall.

Question by same. Had you frequent conversations with Gen'l Lawson, or did you frequently hear him converse with others; if so, was he an affable, agreeable, talkative man, or otherwise?

Answer. I was not much in his company, because he and Capt. D. Feagin's *was* generally together, and I was among the young folks; and further this deponent saith not.

JOSIAH POLLOCK.

State of Kentucky, Mason county, set:

I, Joseph Frazee, one of the justices of the peace, in and for said county, do hereby certify, that the above named Josiah Pollock was by me sworn to testify the whole truth, and nothing but the truth, and that the foregoing deposition, by him subscribed, was reduced to writing by me, and was taken at the time and place specified in the enclosed notice.

Given under my hand and seal, this 15th day of December, 1841.

JOSEPH FRAZEE, [SEAL.]
Justice of the peace for Mason county.

Magistrate's fee $1, witness' fee 50; received payment in full.

JOSEPH FRAZEE.

Circuit court U. States, 7th circuit, district of Ohio:

THEODORE LEWIS and others,
vs.
Wm. BAIRD, WM. MOORE, and others. } In chancery.

The complainants will take notice, that on the 8th day of December, 1840, between the hours of 8, A. M., and 6, P. M., of said day, at the office of James H. King, esq., a justice of the peace in Georgetown,

Brown county, Ohio, the defendants will take the depositions of several witnesses, to be read as evidence on the trial of the above cause.

HAMER, *for Defendants.*

November 30, 1840.

I acknowledge service of the above, and waive proof of the official character of the officer, and all exceptions as to time of giving notice.

THOMAS SCOTT,

Dec. 3d, 1840. *Sol'r for Complts.*

The deposition of Robert Allen and others, taken before me, James H. King, a justice of the peace, at my office in Georgetown, Brown county, Ohio, on the 8th day of Dec., 1841, between the hours of 8, A. M., and 6, P. M., of said day, to be read as evidence on the trial of a cause now pending in the circuit court of the United States, 7th circuit and district of Ohio, in which Theodore Lewis and others are complainants, and *Wm.* Baird and others defendants, in chancery, taken pursuant to the enclosed notice.

Deposition of Robert Allen.

Said Robert Allen being of lawful age, and first duly sworn to speak the truth, the whole truth, and nothing but the truth, deposes and saith, as follows:

Quest. by defendants' counsel. Please state whether you were acquainted with Daniel Feagins, dec'd, in his lifetime; when and where you knew him, and whether you ever saw him write, or are acquainted with his handwriting?

Answer. I *be* acquainted with him in this neighborhood, about the year 1801, or 1802; he was then residing in this neighborhood, and remained here for many years; he then removed to Fayette county, Ohio, and whilst on a visit to this neighborhood he died; I lived in his house, with his son, some months, and was at his house at other times; I have often *saw* him write, and was well acquainted with his handwriting.

Quest. by same. Whilst he resided in this neighborhood was he engaged in any business that required him to write oftener than other farmers about him? if so, state what it was.

Answer. He served as a justice of the peace; was a man that traded considerable; he was also a member of the legislature from the county of Clermont, which included this township at that time.

Quest. by same. Please look at the paper now presented to you, marked "A," purporting to be a certified copy of a land warrant for 10,000 acres of land, dated 21st Nov., 1783, with a fac simile assignment thereon from said Ro. Lawson to John O'Bannon, for 3,333⅓ acres thereof, and tested by Daniel Feagins, and say whether, in your opinion, the signature of Dan'l Feagins is in his own proper handwriting?

Answer. I have examined the certificate, the assignment, and the signature of Daniel Feagins, and, from my knowledge of his hand-

writing, I would take it to be his handwriting; if a paper *were* presented to me, dated in his lifetime with such a signature, I should have no hesitation in pronouncing it genuine. And further saith not

ROBERT ALLEN.

Deposition of Allen Woods, sr.

Also, at the same time and place, personally came Allen Woods, sr., who, being first duly sworn, deposeth and saith.

Question by defendants' counsel. Were you acquainted with Daniel Feagin in his lifetime; if so, when and where did you know him?

Answer. I knew him when he lived in this neighborhood, (Georgetown, Brown county, O.,) from the year 1804, for about fifteen years, or more.

Question by same. Please state whether you ever saw him write; and if so, what opportunity you had to become acquainted with his handwriting?

Answer. I saw him write his name frequently; he was a justice of the peace; a man that traded a good deal in lands; a member of the legislature. I was intimately acquainted with him, and intimately acquainted with his handwriting.

Question by same. Please look at the paper now presented to you, marked "A," purporting to be a land warrant to General Robert Lawson for 10,000 acres of land, dated 21st Nov., 1783, with an assignment thereon from Lawson to John O'Bannon, dated 16th August, 1796, and tested by Daniel Feagins, and say whether, in your opinion, the signature of Daniel Feagins is in his own proper handwriting, or not?

Answer. From my knowledge of his handwriting, I believe that to be his signature; if a deed, or other writing, executed in his lifetime, *were* presented to me, I would not hesitate to believe it genuine.

Question by same. How long has Capt. Daniel Feagins been dead, and where did he die?

Answer. He has been dead more than twenty years; he died in this neighborhood being here on a visit; I was present, and saw him die. And further this deponent saith not.

ALLEN WOODS.

The State of Ohio, Brown county, ss:

I, James H. King, an acting justice of the peace in and for Brown county aforesaid, do certify, that Robert Allen and Allen Woods were by me sworn to testify the truth, the whole truth, and nothing but the truth; and that the foregoing depositions, signed by them, were reduced to writing by me, except Robert Allen's, which was written by himself, and taken in pursuance of the enclosed notice.

Given under my hand and seal, this 8th Dec'r, 1841.

JAS. H. KING, *J. P.* [SEAL.]

Justice's fees, $1 00; sh'ffs, 30; witnesses, $1 00; 3 55 paid by defendants.

Exhibit A.

Exhibit "A," referred to in the foregoing depositions.

Land Office, military warrant, No. 1,921.—To the principal surveyor of the lands set apart for the officers and soldiers of the commonwealth of Virginia. [SEAL.]

This shall be your warrant to survey and lay off, in one or more surveys, for Brigadier Gen'l Robert Lawson, his heirs or assigns, the quantity of ten thousand acres of land due unto the said Robert Lawson, in consideration of his services for three years as a brigadier general in the Virginia continental line, agreeable to a certificate from the governor and council received into the land office.

Given under my hand, and the seal of the said office, this 21st day of November, in the year of our Lord one thousand seven hundred and 83.

JOHN HAWICK, *L. C.*

(Endorsement:) I do hereby assign to John O'Bannon three thousand three hundred thirty-three and $\frac{1}{3}$ acres of the within warrant, it being for value received, and to be three thousand acres of the part yet to survey; as witness my hand, this 16th day of August, 1796.

RO. LAWSON.

Teste: DANIEL FEAGINS.

General Land Office.

I, John M. Moore, acting commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of Virginia continental land warrant, No. 1,921, on file in this office; and the above a *fac simile* of the assignment endorsed on said warrant.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of Washington, the 7th day of October, 1841.

JNO. M MOORE,
Acting Commissioner.

To laid in six surveys; of which five to be of fifteen hundred acres each; the other to contain the bal'e.

ED. CARRINGTON.
For Gen'l Lawson.

General Land Office.

I, John M. Moore, acting commissioner of the General Land Office, do hereby certify, that the above is a fac simile of an endorsement on warrant No. 1,921, relating to the location of the same, which it was found inconvenient to copy on the copy of said warrant herewith furnished.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of Washington, the 7th day of October, 1841.

[L. S.] JNO. M. MOORE.
Acting Commissioner.

The depositions of Daniel B. Price and Thomas B. Scott, taken before me, J. C. Christopher, one of the judges of the county court of Jessamine county, in the commonwealth of Kentucky, on the tenth day of September, A. D. 1841, at the clerk's office of the circuit court of said county, in the town of Nicholasville, in said county, to be read as evidence on the part of the defendants, in a certain suit in chancery now pending in the circuit court of the United States, in and for the district of Ohio, wherein Peter K. Wagner, and Sidonia P. Wagner, his wife, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza C. Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, and Benjamin Franklin Lewis, citizens and inhabitants of the State of Louisiana, John Bowman, and Mary Pierce Bowman, his wife, citizens and inhabitants of the State of Tennessee, and George C. Thompson, a citizen and inhabitant of the State of Kentucky, are complainants, and John Baird, James W. Campbell, Thomas Jennings, Isaac E. Day, Duncan Evans, William King, Victor King, Samuel King, Absalom King, and Christian Snediker, citizens and residents of the State of Ohio, are defendants.

Deposition of Daniel B. Price.

The deponent, being of lawful age, and first duly sworn, deposeth and saith, that he was well acquainted with Colonel Joseph Crockett from the year 1807 until his death, having married a daughter of his in the year 1813; during all which time he resided in Jessamine county, Kentucky; that he has often heard him converse on the subject of his having been in the State of Ohio, between the years 1810 and 1813; the particular time is not remembered by deponent; that he often heard him speak of owning lands in Ohio. This deponent resides in Jessamine county, and State of Kentucky; and further this deponent saith not.

DAN'L B. PRICE.

Deposition of Thomas B. Scott.

Also, the deposition of Thomas B. Scott, taken at the same time and place, and for the purposes specified in the foregoing caption, being of lawful age, and first duly sworn, deposeth and saith: I reside in Jessamine county, State of Kentucky. I was well acquainted with Joshua Lewis. I first became acquainted with him in my own county and neighborhood, then *Fayette*, now Jessamine county. I always understood that Joshua Lewis married a daughter of General Lawson; that said Joshua Lewis removed from this State to Louisiana in 1807. He went in company with me in my boat to that country. Joshua Lewis was a man well qualified for business; he was what you might call a sensible man, and my knowledge of him would justify me in the belief that he was attentive to his interests. I have seen General Lawson when I was a boy; he lived with Joshua Lewis when I knew him, at the forks of Hickman; he never appeared to me to be disordered in his

mind, and I never heard that he was; I have heard that he was somewhat fond of liquor, but never heard that his mind was impaired: and further this deponent saith not.

THOS. B. SCOTT.

The Commonwealth of Kentucky, Jessamine county, set:

I, Joseph C. Christopher, one of the justices of the peace of said commonwealth, in and for said county, duly commissioned, sworn, and acting as such, and by law, and by virtue of my said commission, one of the judges of the county court of said county, and acting as such, do certify, that, at the request of the above named defendants, I caused the above named Daniel B. Price and Thomas B. Scott, deponents in the foregoing depositions, to come before me, at the time and place in the caption stated; that said witnesses were by me carefully examined, cautioned, and sworn, then and there to testify the whole truth; that the said depositions were wholly reduced to writing by me, in the presence of said witnesses; and that they then and there, in my presence, subscribed the same; that I am not counsel or attorney for either of the parties, or interested in the event of the cause.

Witness my hand and seal this 10th day of September, A. D. 1841.

J. C. CHRISTOPHER, *J. P.* [SEAL.]

Justice's fee, paid by defendants, 50 c.

J. C. CHRISTOPHER, *J. P.*

The Commonwealth of Kentucky, Jessamine county, set:

I, Daniel B. Price, clerk of the county court in and for said county, do hereby certify, that Joseph C. Christopher, who signed the above certificate, is an acting justice of the peace in and for said county, duly commissioned and qualified as such, and by law, and by virtue of his commission, one of the judges of the county court of said county, acting as such.

In testimony whereof, I have hereto subscribed my name, and affixed the seal of my office, this 10th day of September, A. D. 1841. [L. S.]

Test: DAN'L B. PRICE, *C. J. C. C.*

Clerk's fee, $1 00; paid.

The Commonwealth of Kentucky, Jessamine county, set:

I, Harrison Daniel, senior and presiding judge of the county court of said county, do certify, that Daniel B. Price, whose name and seal of said court are annexed to the above certificate, is clerk of said county court, and that his certificate is in due form of law, and that full faith and credit are due and ought to be given to his official acts as clerk as aforesaid.

Given under my hand and seal this 10th day of September, A. D. 1841.

H. DANIEL, *J. P.* [SEAL.]

UNITED STATES OF AMERICA,
State of Kentucky, county of Jessamine, sct:

The depositions of James Martin, William Young, sr., and John Lowen, all of Jessamine county aforesaid, taken before me, John G. Allen, one of the commonwealth's justices of the peace in and for said county, duly commissioned, sworn, and acting as such, and by law, and by virtue of my said office, one of the judges of the county court of said county, at the residence of James Martin, in said county and State aforesaid, on the ninth day of September, A. D. 1841, to be read as evidence on the part of the defendants, in a certain suit in chancery now pending in the circuit court of the United States in and for the district of Ohio, wherein Peter K. Wagner, and Sidonia P. Wagner, his wife, John Lawson Lewis, Louisa Maria Lewis, Theodore Lewis, Eliza C. Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, and Benjamin Franklin Lewis, citizens and inhabitants of the State of Louisiana, John Bowman, and Mary P. Bowman, his wife, citizens and inhabitants of the State of Tennessee, and George C. Thompson, a citizen and inhabitant of the State of Kentucky, are complainants, and John Baird, James W. Campbell, Thomas Jennings, Isaac E. Day, Duncan Evans, William King, Victor King, Samuel King, Absalom King, and Christian Snediker, citizens and residents of the State of Ohio, are defendants, and which stands docketed thus: Theodore Lewis and als. vs. John Baird and als.

Deposition of James Martin.

The deponent, James Martin, being of lawful age, and first duly sworn, doth depose and say: I was well acquainted with General Robert Lawson; I saw him at the battle of Guilford court-house, during the revolutionary war; I saw him the first time in Kentucky, in Fayette county, about November, 1788, and from that time became well acquainted with him, and lived within one mile of him several years, and had frequent intercourse with him until he went to Virginia, and that he never returned to Kentucky again. General Lawson was an intemperate man at times. When sober, he was a man of good capacity for business, and capable of making contracts at any time when sober. I have seen him frequently sober, and never knew him to make any contracts when intoxicated. I never heard in the neighborhood that drinking ever affected his mind so as to render him incapable of doing business. I was well acquainted with Colonel George Nicholas, Colonel Joseph Crockett, and Colonel George Thompson, and they all lived in the same section of country in this State that Lawson did. I have heard of Colonel Joseph Crockett visiting the State of Ohio, where he owned land. And further this deponent saith not.

JAS. MARTIN.

Deposition of Wm. Young.

Also, the deposition of William Young, senr.

The deponent being of lawful age, and first duly sworn, doth depose and say: I moved to the State of Kentucky, Fayette county, in the year 1795. I lived about two miles of Genl. Robert Lawson, and became slightly acquainted with him, and well acquainted with his character, as heard from his neighbors. I have understood he was an intemperate man at times, but have never understood it deranged his mind; but when sober he was at himself, and capable of transacting any kind of business. I met with Genl. Lawson in the fall of 1800, on his way to Virginia, and he appeared then at himself and perfectly sober. He told me that he was going to Virginia, and that he never expected to return again, and I believe he never did, and that he died there; from the time I came to this State until I met him on his way to Virginia, Genl. Lawson resided in the State of Kentucky; and further the deponent saith not.

WILLIAM YOUNG, Senr.

Deposition of John Lowen.

Also, the deposition of John Lowen.

The deponent being of lawful age, and first duly sworn, doth depose and say: I came, with my father, to the State of Kentucky in the year 1787, and became acquainted with General Robert Lawson in March, 1788, and was acquainted with him until the year 1800. He was an intemperate man at times; he was considered a smart and business man; and, when sober, he was capable of doing any kind of business in the transacting of contracts. I was well acquainted with him personally, and his character among his neighbors, and I never heard or understood that he was incapable of transacting business of any kind. I saw him often, and he was more frequently sober than in liquor; and, when sober, was always *at* his proper mind. I went with him to the State of Virginia in the month of October, 1800, and he was, *at time*, in his proper mind, and continued sober all the way; and further this deponent sayeth not.

JOHN LOWEN.

I, John C. Allen, one of the justices of the peace of the Commonwealth of Kentucky, in and for the county of Jessamine, duly commissioned, sworn, and acting as such, and by law and by virtue of my said commission, one of the judges of the county court of said county, and acting as such, do certify, that at the request of the above named defendants, I caused the above named James Martin, William Young, senr., and John Lowen, deponents in the foregoing depositions, to come before me, at the time and place in the caption stated; that the said witnesses were by me carefully examined, cautioned, and sworn, then and there to testify the whole truth; that the said depositions were wholly reduced to writing by me in the presence of said witnesses, and that

they then and there, in my presence, subscribed the same; that I am not counsel or attorney for either of the parties, or interested in the event of the cause.

Witness my hand and seal, this 9th day of September, A. D. 1841.

JOHN G. ALLEN, *J. P.* [SEAL.]

Justice's fee $1 00, paid.

The Commonwealth of Kentucky, Jessamine county, set:

I, Daniel B. Price, clerk of the county court in and for said county, do certify, that John G. Allen, who signed the above certificate, is an acting justice of the peace in and for said county, duly commissioned and qualified as such, and by law, and by virtue of his commission, one of the judges of the county court of said county, acting as such.

In testimony whereof I have hereunto subscribed my name, and affixed the seal of my office, this 9th day of September, A. D. [SEAL.] 1841.

DANIEL B. PRICE, *C. J. C. C.*

Clerk's fee $1 00, paid.

The Commonwealth of Kentucky, Jessamine county, set:

I, Harrison Daniel, senior and presiding judge of the county court of said county, do certify, that Daniel B. Price, whose name, and the seal of said court, are annexed to the above certificate, is clerk of said county court, and that his certificate is in due form of law; and that full faith and credit are due and ought to be given to all his official acts as clerk as aforesaid.

Given under my hand and seal, this 9th day of September, A. D. 1841.

[SEAL.] H. DANIEL.

United States circuit court for the district of Ohio.

THEODORE LEWIS and others, complainants, against VICTOR KING and others, defendants. } In chancery.

Depositions will be taken in the above cause by the defendants, at the office of the surveyor of the Virginia military district, in the city of Chillicothe, on the 24th day of the present month, between the hours of 8 A. M., and 7 P. M., of said day. To Thomas Scott, solicitor for complainants, 22 June, 1842.

T. L. HAMER, *Sol. for def't.*

I acknowledge service of a true copy of the above, this 22 June, 1842.

THOS. SCOTT, *Sol. for complts.*

THEODORE LEWIS and others, complainants, against VICTOR KING and others, defendants. } In chancery.

In the United States circuit court for the district of Ohio.

Depositions of witnesses, taken in a cause pending in the United

States circuit court, for the district of Ohio, wherein Theodore Lewis and others *is* complainants, and Victor King and others are defendants, in pursuance of the enclosed notice, and at the time and place therein set forth. Present, the complainants, by Thomas Scott, their counsel; also the defendants, by B. G. Leonard, their counsel.

Deposition of E. P. Kendrick.

Eleazer P. Kendrick, of the county of Ross, of lawful age, being first truly sworn by me, as hereafter certified, deposes and says:

Question by defendants' counsel. Is the enclosed document, marked ("A,") certified under the seal of the surveyor of the Virginia military lands, truly copied from the files preserved in his office?

Answer. It is.

Question by same. Are those files complete, or are they defective; and are there any papers on the files showing by whom the seven other first and original entries, made in the behalf of General Robert Lawson, were made?

Answer. They are very defective; many of the entries lost or destroyed, as they were not considered any part of the records. I know of no other papers on file in this office, showing by whom the other seven first or original entries were made.

Question by same. Are you much acquainted with the office, have you had the charge of the same as deputy, and have you now care of the same?

Answer. I am acquainted with the office, having had charge of it for some years as a deputy, and have charge of it at this time.

Question by same. Was John O'Bannon a deputy surveyor for many years?

Answer. It appears, from the records of the office, that he was.

Question by same. Is the letter marked ("B,") enclosed, truly copied from the original in the possession of Mr. Latham?

Answer. Yes.

Question by same. Is the receipt, marked ("C,") copied from an old receipt book of Col. R. C. Anderson, former surveyor of the district?

Answer. It is; and further this deponent saith not.

E. P. KENDRICK.

Deposition of Allen Latham.

Also Allen Latham, of the county of Ross, of lawful age, being first duly sworn by me, as hereafter certified, deposes and says:

Question by defendants' counsel. Is the receipt book, from which the receipt, marked (C,) is copied, a book belonging to the late Col. R. C. Anderson; in whose handwriting is the body of said receipt; at what time does the said receipt book purport to commence, and what is the date of the last receipt, and in what order are the receipts dated?

Answer. The said receipt book is one kept by said Anderson, and in which he usually took receipts for plats and certificates of surveys, and warrants delivered by him; the first receipt in said book bears date

Louisville, June 25th, 1785, and the last receipt in regular order in said book bears date December 23d, 1811, at page 198; one receipt has since been entered on said last page, dated January 6th, 1824; the receipts, in other respects, appear to be in chronological order. The one above referred to, marked ("C,") is at page 53, and the body of the receipt is in the handwriting of said Richard C. Anderson.

Question by defendants' counsel. Does it appear, by the books of the office, that the plat and certificate, stated in the receipt, was, on the day of its date, delivered out of the office, and to whom?

Answer. By reference to record book A, of surveys, page 496, it appears that the plat and certificate of survey, No. 2,523, in the name of Robert Lawson, for 2,000 acres, was delivered on the 16th August, 1796; and further saith not

ALLEN LATHAM.

I, William H. Skerrett, mayor of the city of Chillicothe, in the county of Ross and State of Ohio, do hereby certify, that the within named, Eleazer P. Kendrick and Allen Latham were by me first and duly sworn to testify the truth, the whole truth, and nothing but the truth; and that the foregoing depositions, by them respectively subscribed, were reduced to writing by the deposing witnesses; that is, the deposition subscribed by E. P. Kendrick was reduced to writing by the said E. P. Kendrick, and the deposition subscribed by Allen Latham was reduced to writing by the said Allen Latham, and were taken at the time and place specified in the enclosed notice.

In testimony whereof I have hereunto set my hand and affixed the seal of the city of Chillicothe, this 24th day of June, in the [SEAL.] year, A. D. 1842.

WM. H. SKERRETT, *Mayor*.

Costs, depositions, &c., $1 00, paid by B. G. Leonard, for defendants.

Exhibits referred to in the foregoing depositions of E. P. Kendrick and Allen Latham.

Exhibit A.

"No. 1,704. General Lawson enters 1,000 acres of land, part of a military warrant, No. 1,921, on the waters of the Ohio, beginning at the NE. corner of Joseph Parker's *entre*, No. 1,703, running S. 61 W., 500 poles; thence, N. 29 W., at right angles, for quantity.

JOHN O'BANNON.

No. 1,706. Gen'l Lawson enters 1,000 acres of land, part of a military warrant No. 1,921, on the waters of the Ohio, beginning at the S. E. corner of his former *entre*, No. 1,704, running S. 61 W., 500 poles; thence, at right angles for quantity.

JOHN O'BANNON.

No. 1,707. Gen'l Robert Lawson enters 1,000 acres of land, part of a military warrant No. 1,921, on the Ohio, beginning at the S. E. cor-

ner of his former *entre*, No. 1,706, running S. 61 W., 500 poles; thence, at right angles, S. 29 E., for quantity.

JOHN O'BANNON.

Surveyor's office for the Virginia military district within the State of Ohio.

I, W. Marshal Anderson, surveyor of said military district, do certify, that the above entries, No. 1,704, No. 1,706, and No. 1,707, are true copies from an old file of entries or orders from locators, made by them, for the purpose of being recorded, which are preserved in this office.

Given under my hand and seal of office at Chilicothe, this 24th day [SEAL.] of June, 1842, and the 66th year of the independence of the United States.

W. MARSHALL ANDERSON.

Fees, $1 00.

Exhibit B.

DEAR SIR: I have waited, with anxious expectation, to hear from you on the subject of my land warrant, put into your hands by Col. Ed. Carrington. Gen'l Stevens tells me he has lately received a letter from you, whereby you informed him that you must receive, either so much cash certain, or a third of the land, for surveying, &c. I think one-third very high; but, under the scarcity of money at this day, I must prefer it to the demand in cash. I rec'd by Capt. David Walker an account, which induced me to hope that my land was surveyed before this; but receiving no letter to confirm me in that idea, I fear he was mistaken, although he told me in his *lre*. that you had informed him this was the case. I must now entreat you to have justice done me, in this instance, and I will give you a third of the quantity comprised in the warrant. Our long acquaintance, and confiding in your assurance to serve me in the matter, inclines me to rest satisfied that I may obtain lands of equal value with my brother officers. I wish not to have more than 2,000 acres in a body, unless very cogent reasons, operating to my advantage, shall influence the contrary. I hope to be living with you in the fall, being firmly resolved upon moving out there. If it shall so happen that I may be thrown into your neighborhood, it will afford me much pleasure.

I am, with my best wishes for the happiness of you and your lady, dr. sir, with cordial esteem,

RO. LAWSON.

June 27th, Richmond, 1788.
(Fees, 75 c.)

(Direction)—"Colo. Richard C. Anderson, Kentucky. Favored by Colo. Logan."

The foregoing is admitted to be a true copy of a letter written by General Robert Lawson to Col. Richard C. Anderson.

THOMAS SCOTT,
For complainants.

327.
~~225~~

SOLDIERS' RETREAT, *August 16th*, 1796.

Received of Richard C. Anderson one plat and certificate of two thousand acres of land, it being a part of my military claim surveyed on White Oak creek and the waters of Straight creek, on the northwest of the Ohio river.

(Fees, 25 cents.) RO. LAWSON.

[For plat, see original.]

Surveyed for Robert Lawson 2,000 acres of land on part of a military warrant No. 1,921, on White Oak creek and the waters of Straight creek, beginning at a buckeye, beech and sugar tree, northwest corner to James Curry's survey No. 1,397; thence, with his line east, 400 poles, crossing a branch at 224 poles, to a walnut, elm, and sugar tree, northeast corner to said Curry; thence, with another of said Curry's lines, south, 400 poles, crossing a branch at 80 poles, to a lynn, sugar tree, and dogwood, southeast corner to Curry; thence, east, 200 poles, crossing a branch of Straight creek, at 180 poles, to two beeches and a buckeye; thence, north, 800 poles, crossing a branch at 196, and one at 400 poles, to a beech and hickory; thence, west, 600 poles, crossing a branch at 218 poles, to an ash, mulberry, and elm; thence, south, 400 poles, crossing White Oak creek at 20 and at 80 poles, to the beginning. NATHANIEL MASSIE, *D. S.*

May the 1st, 1795.

DUNCAN MCCARTY, } *C. C.*
WILLIAM LEEDOM, }
GEORGE EDGENTON, *M.*

Examined and recorded May the 25th, 1795.

RICHARD C. ANDERSON, *S.*

(Endorsement.)—I do hereby assign all my right, title, claim, and interest, of the within two thousand acres of land, unto Daniel Feagins, it being for value received, as witness my hand, this 16th day of August, 1796. RO. LAWSON.

Test:
RICHARD C. ANDERSON.

GENERAL LAND OFFICE.

I, Elisha M. Huntington, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of survey No. 2,523, on file in this office, and of the assignment endorsed thereon, with a fac simile of the signatures attached thereto.

In testimony whereof, I have caused the seal of the said office to be [SEAL.] hereunto affixed, at the city of Washington, this 19th day of February, 1842.

E. M. HUNTINGTON, *Commissioner.*

Circuit court U. S., 7th cir't, district of Ohio.

THEODORE LEWIS et al., vs. JOHN BAIRD, WILLIAM MOORE, et al. } Ch'y.

Depositions will be taken in this case at the house of Edward Feagins, in Fayette county, Ohio, situate about five miles westerly from Washington, on the turnpike leading to Wilmington, Clinton county, Ohio, on the 15th day of June, 1842, between the hours of 8, A. M., and 7, P. M., of said day.

June 2d, 1842.

TH. L. HAMER, *Atty. for defts.*

To hon. Thomas Scott, sol'r for complainants:

I acknowledge service of the above notice, and waive proof of the official character of the officer taking the depositions.

June 6th, 1842.

THOMAS SCOTT, *Solicitor for complainants.*

Deposition taken before me, J. W. Williams, a justice of the peace in and for Fayette county, Ohio, to be read as evidence on the trial of a cause now pending in the circuit court of the United States for the 7th circuit and district of Ohio, wherein Theodore Lewis and others are complainants, and John Baird, Wm. Moore, and others, are defendants, at the time and place specified in the within notice.

Deposition of Fieldin Feagins.

Fealdin Feagins, of lawful age, being first duly sworn, deposeth and saith:

1st question. Do you recollect making a trip from Brackin county, Kentucky, many years since, to Louisville, in company with General Robert Lawson? If so, when was it, and who was in company, and how did you travel, by land or water? Please state all the circumstances.

Answer. I do recollect well of travelling with my father, and Gen'l Robert Lawson, about forty years, or upwards, ago, from Maysville, now called, to Louisville, by water, in a small family boat. We put in our horses, and landed at the falls of Ohio.

2d question. How long *was* you going to Louisville; what was the condition of General Lawson during the trip; what business was transacted by him in Louisville, after his arrival there?

Answer. I think we landed on the fourth morning, and there was no *licker* on board; General Lawson was perfectly sober, and in good health, and capable of doing any business; our business to Louisville was to get a title to a piece of land purchased of said Lawson, in Brown county, Ohio, by my father, and he gave the title to my father in sober blood.

3d question. How old are you?

Answer. I was born December 13th, 1771, agreeable to the records of my father's family Bible.

4th question. Has your memory failed you?

Answer. Well, if it *is*, I don't know it.

FEALDIN FEAGINS.

I, J. W. Williams, justice of the peace, do hereby certify, that Fealdin Feagins was by me sworn to testify the truth, the whole truth, and nothing but the truth, and that the deposition by him subscribed was reduced to writing by J. W. Williams, and taken at the time and place in the notice specified.

J. W. WILLIAMS, *J. P.*

Deposition of John Kirkpatrick.

Deposition taken before me, J. W. Williams, a justice of the peace in and for Fayette county, Ohio, to be read as evidence on the trial of a cause now pending in the circuit court of the UnitedStates for the 7th circuit, district of Ohio, wherein Theodore Lewis and others are complainants, and John Baird, Wm. Moore, and others, are defendants, at the time and place specified in the within notice.

John Kirkpatrick, of lawful age, being first duly sworn, deposeth and saith:

1st question. How long have you known Fealdin Feagins?

Answer. I have known him about thirty years.

2d question. Has Fealdin Feagins' memory failed him, since your acquaintance with him?

Answer. No; I should say not.

3d question. How old do you suppose Mr. Fealdin Feagins is?

Answer. About seventy years old past, according to the records of his father's family Bible.

JOHN KIRKPATRICK.

Deposition of Jonathan Mark.

Deposition taken before me, J. W. Williams, a justice of the peace in and for Fayette county, Ohio, to be read as evidence on the trial of a cause now pending in the circuit court of the United States for the 7th circuit, district of Ohio, wherein Theodore Lewis and others are complainants, and John Baird, Wm. Moore, and others, are defendants, at the time and place specified in the within notice.

Jonathan Mark, of lawful age, being first duly sworn, deposeth and saith:

1st question. How long have you known Fealdin Feagins?

Answer. I have known him about thirty-three years.

2d question. Has Fealdin Feagins' memory failed, since your acquaintance with him?

Answer. I think his mind is as good now as it was when I first became acquainted with him?

3d question. How old do you suppose Mr. Fealdin Feagins is?

Answer. About seventy-one years old in December next, according to the records of his father's family Bible.

JONATHAN MARK.

I, J. W. Williams, justice of the peace, do hereby certify, that John Kirkpatrick and Jonathan Mark *was* by me duly sworn to testify the truth, the whole truth, and nothing but the truth, and that the depositions by them subscribed *was* reduced to writing by J. W. Williams, and taken at the time and place in the notice specified.

J. W. WILLIAMS, *J. P.*

The following exhibits were filed and read as evidence on the hearing of this cause:

GENERAL LAND OFFICE, *May 11th*, 1841.

SIR: I have the honor herewith to transmit you certified copies of letters, signed by George T. Cotton, and other documents on file in this office, relating to General Robert Lawson's warrant, No. 1,921, and the surveys made thereon, agreeably to the request of Theodore Lewis, addressed to you, to wit:

1st. A copy of a document, dated Department of State, May 9th, 1811, signed by J. B. Colvin, relating to sundry surveys on different warrants, including surveys on said Lawson's warrant, No. 1,921.

2d. Copies of sundry letters, signed by G. T. Cotton, dated June 1st, 1815, 10th September, 1815, and 19th May, 1816.

3d. Copies of two letters, addressed from the General Land Office to Mr. George F. Cotton, dated November 30th, 1815, and 16th August, 1816, supposed to be copies of the originals from the commissioner; no signature, however, appears on these copies.

4th. A copy of a certificate, dated 9th December, 1816, signed James Morrison, relating to General Lawson's deed of trust in favor of his wife.

These are all the documents found on file among the papers relating to the surveys on General Robert Lawson's warrant, except those which have been heretofore furnished Mr. Lewis, and Judge Scott, as his counsel, and even some of those have been furnished before; but, as Mr. Lewis requests it, they are again furnished, under the supposition that the others have been lost or miscarried.

Very respectfully, I have the honor to be your obt. servt.,

JAS. WHITCOMB, *Commissioner*.

Hon. THOS. EWING, *Secretary of the Treasury*.

TREASURY DEPARTMENT, *May 9th*, 1811.

SIR: Survey No. 1,707, in the name of John O'Bannon, for 965 acres, on warrant No. 1,921, in favor of Robert Lawson; survey No. 2,796, in the name of John O'Bannon, for 830 acres, on the same warrant; and survey No. 2,797, in the name of John O'Bannon, for 400 acres, likewise on warrant No. 1,921; all of (three) surveys have been suspended, on caveat entered, I believe, at this Department, by Joshua Lewis.

I remain, sir, very respectfully, your obt. servt.,

J. B. COLVIN.

JOHN GRAY, Berkley county, Va.

GENERAL LAND OFFICE, 17*th September*, 1840.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of a statement on file in this office, signed by J. B. Colvin, of the State Department, in a communication addressed to John Gray, on the 9th of May, 1811, relating to warrant No. 1,921, in favor of General Robert Lawson.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of Washington, this 17th day of September, 1840.

[SEAL.]

JAS. WHITCOMB, *Commissioner.*

Extract of a letter, dated Department of State, May 9th, 1811.

Survey No. 1707, in the name of John O'Bannon, for 965 acres, on warrant No. 1921, in favor of Robert Lawson; survey No. 2796, in the name of John O'Bannon, for 830 acres; on the same warrant, and survey No. 2797, in the name of John O'Bannon, for 400 acres, likewise on warrant No. 1921; all of which (three) surveys have been suspended on caveat entered, I believe, at this Department, by Joshua Lewis.

(Signed) J. B. COLVIN,
JOHN GRAY,
Berkley county, Va.

Extract from a statement made at the General Land Office.

The five surveys claimed by John O'Bannon are therefore suspended, for the following reasons: 1st. Because 7,000 of the 10,000 acres of land granted by the State of Virginia to Brigadier General Robert Lawson have been conveyed by him to trustees, for the benefit of his children. 2d. Because there is no evidence produced to this department shewing that, by any subsequent act, the parties have vitiated, changed, or destroyed the covenants contained in the deed of 4th June, 1794. 3d. Because the quantity of 3,395, claimed by John O'Bannon, manifestly makes a part of the 7,000 acres secured by the deed of trust, as may be more fully proven by reference to the surveyor's book of entries No. A, and must descend to the children of Robert and Sarah Lawson, although the said Sarah may have failed to designate the son to whom 2,000 acres of the 7,000 shall pass. 4th. Because it is not true, as stated by John O'Bannon, "that the assignment was made in consideration of his services as locator of General Lawson's *whole* claim, a considerable part of the warrant having been surveyed by Beasley, Kerr, Massie, and others. 5th. Because the assignment from Robert Lawson to John O'Bannon, Nathaniel Massie, and others, are subsequent to the deed of trust. And 6th. Because John O'Bannon can have a more easy and certain remedy from the courts of Ohio, sitting as chancery courts, where his *equitable* title will be allowed, and full justice rendered him upon that which is legal.

Signed, JOSIAH MEIGS,
Commissioner of the General Land Office.

August 16th, 1815.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy from the files of this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of Washington, the 31st day of December, 1840.

[SEAL.]

JAS. WHITCOMB, *Commissioner*.

Cotton to General Land Office.—(*A copy.*)

VERSAILLES, *10th Sept.*, 1815.

SIR: I received your statement and objections relative to the surveys claimed by me, as the executor of John O'Bannon, on warrant No. 1921, issued in the name of General Robert Lawson; and from the quotations which you have been pleased to forward of the deed of trust, (which I have never yet seen,) I think, if you will be so good as to turn once more to that deed, you will readily see that the surveys claimed by us are not within this deed. We claim no survey of 1,000 acres; neither do we claim any on White Oak; and if there *has* grants issued improperly to the lands that were in trust, I hope that will not be plead as an objection to our obtaining our grants to lands that are not within the deed, inasmuch as the deed is to be entitled to the quantity deeded. So, I trust, it will be to the land described; and, as it is clear that the surveys we claim, (unless it should be No. 1716, of which we claim 333⅓ acres,) are not those described in the deed; and if the deed is to be considered valid, let it be properly construed; and if we are not within its intentions, why, consider us so. I sent you in mine of ——, a copy of a certificate of General Lawson, certifying that Major O'Bannon was his locator, which I believe can be shown to be the fact, although some of the surveys have been made by Massie, &c., for their own accommodation in business. I am persuaded you will, from a further examination of this deed, be of opinion that our claim is not within it; though, until now, I thought the caveat was relied on to suspend the grants to all the surveys on that warrant. With these remarks, I trust it again to your solemn consideration; and if you still have doubts, or should there be further objections, all exertion shall be used to remove them.

With much respect, I am your h. ot. sert.,

(Signed) G. T. COTTON, Ex'r.

JOSIAH MEIGS, *Esq.*

GENERAL LAND OFFICE.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of the original on file in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of Washington, the 8th day of May, 1841.

[SEAL.]

JAS. WHITCOMB, *Commissioner*.

Cotton to Commissioner of General Land Office.—(Copy.)

VERSAILLES, 19*th May*, 1816.

DEAR SIR: During the last session of Congress, I wrote to Mr. Creighton relative to our business with you; but not yet hearing from him, I am compelled to trouble you again. I desired him to examine our papers lodged in your office, together with the proof and observations there filed; and that, in the event of failing to procure patents, to withdraw all our papers, of all denominations, and forward them to me, for the purpose of bringing suits. If he has neglected to call on you, you'l please attend to this; and whatsoever papers you may think proper to give patents on, you will oblige by forwarding them. You requested me, in your last, to name under what capacity I wished the patents in the name of Fenn issued. You will please issue them in my name, as executor to John O'Bannon, or agreeable to the assignment from Macklin to me, which I believe was taken in that way. If you have informed yourself relative to Sayer's warrants, please inform me in your next; and should there be any objections to the issuing patents, or whether or not, I should be obliged to you to enclose me the survey on the east fork of the Miami, for about 2,000 acres, lodged by Major O'Bannon. I am in hopes that, from viewing all the circumstances in their proper light, relative to those titles of Fenn's and Lawson's, you will be satisfied to send the patents. I shall wait with much impatience to hear from you.

I am, yours, most resp't'y,

(Signed) G. T. COTTON,
Ex'r of John O'Bannon.

JOSIAH MEIGS, Esq.,
Commissioner L. Office.

GENERAL LAND OFFICE.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of the original on file in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of Wash-
[SEAL.] ington, the 8th day of May, 1841.

JAMES WHITCOMB, *Commissioner.*

Department of State, May 9th, 1811.

Sir: I had hoped to be enabled this day to put your patents in the post office in time for the southern mail; seventeen of them are made out, signed and recorded, but at the very moment I was about to compare the writing of the record with the writing of the parchment, and that with the surveys, (a necessary security against error,) the gentleman of the office who assists me therein, was called off to other pressing duty, which compelled me most reluctantly to delay the transmission of your grants until to-morrow; I seize the interval, however, to apprize you of the situation of survey, No. 5778, 5641, 5806, and 6495, for 1828⅔

acres, in the name of Robert Means, which was made on seven military warrants; and also to satisfy you on the points of your enquiry relative to the cases of Moses Graham, Means, and O'Bannon; of the seven warrants on which the survey already mentioned was made, neither the original, nor a copy of warrant No. 5228, is to be found among your papers, nor have I any clue whereby I can recur to it, supposing a patent may have already issued on some other survey made upon it. The case of Mr. Graham, on survey No. 4997, in the name of Abraham Shepherd remains suspended, because the warrant on which the survey was made being a *resolution* warrant, the vouchers of service, &c., on which the warrant issued to John Minson Galt have not been presented to the Wr. Office, nor this department, which the provisions (sec. 1,) of the act of Congress of the 3d of March, 1807, ordains and implies. After a patient search, I cannot find any survey or patent, remaining in the Department of State in the name of Robt. Means, or of his devisee in trust, Daniel Calls, other than those which you brought hither on your late visit to this city. I have examined the condition of Mr. John O'Bannon's surveys, which have remained long suspended, and the following statement presents to you the result of my search: Survey No. 1646, in the name of Davis & O'Bannon, for 1000 acres, assigned to John O'Bannon by Richard Terrall, attorney for W. Davis, suspended until the power of attorney from Davis to Ferrall is produced; survey No. 1621, for 1000 acres, in the names of Davis and O'Bannon, suspended for the same cause as No. 1646; survey No. 1621 is made on warrant No. 969, which warrant is not to be found in this department, the survey is defaced in such a manner as to give room for suspicion of inaccuracy; survey No. 2791, in favor of S. Hawes, for 1666⅔ acres, assigned by Robert Buckner to John O'Bannon, suspended for want of the power of attorney from the heirs of Hawes to Buckner; survey No. 1707, in the name of John O'Bannon, for 965 acres, on warrant No. 1921, in favor of Robert Lawson; survey No. 2796, in the name of John O'Bannon, for 830 acres, on the same warrant, and survey No. 2797, in the name of John O'Bannon, for 400 acres, likewise on warrant No. 1921; all of which (three) surveys have been suspended on caveat, entered I believe, at this department, by Joshua Lewis. Hoping that the preceding information will be acceptable, and regretting the unavoidable delay of a day in the transmission of your patents,

I remain, &c.

(Signed) J. B. COLVIN.

General Land Office:

I, James Whitcomb, commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of a paper on file in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of Wash-
[SEAL.] ington, the 10th day of May, 1841.

JAS. WHITCOMB, *Commissioner.*

General Land Office, 16th August, 1815.

Sir: Your favor of the 1st June last was regularly received, but owing to the press of business which had accumulated previously to the receipt of your letter, it was not possible to attend to the various subjects of it until this day; it would have been more satisfactory to this office to understand in what character you request patents on the warrants of Thomas Fenn and General Lawson, whether exr., admr., or agent to their estates; the want of this information however, has not prevented me from possessing you of a full knowledge of the facts which determined this office, with the evidence now before it, to suspend for the present the issuing of patents on warrants No. 125 & No. 1921. This determination, however, will not close the door to any farther evidence you may have it in your power to adduce to this office, which will be attended to without delay. In the execution of the ministerial duties imposed on this office in relation to grants of lands in the Virginia military reservation, the commissioner of the General Land Office charges himself with obedience the laws of Congress, and to the laws of the State of Virginia, and not to the statute law of Kentucky, or to the common law of England, to which you have been pleased to refer him. You will herewith receive inclosed copies of the cases, stated with much care and attention, of the claims of Mr. Maclin and Mr. Martin, to the warrant No. 125, and of John O'Bannon to part of warrant No. 1921.

I am, very resp. sir, your obt. servt.

Mr. GEORGE T. COTTON, *Versailles, Kentucky.*

General Land Office:

I, James Whitcomb, commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of a paper on file in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of Wash-
[SEAL.] ington, the 10th day of May, 1841.

JAS. WHITCOMB, *Commissioner.*

General Land Office, 30th Nov., 1815.

Sir: Your favor of the 12th instant has been received, with the assignment to you, as exr. of John O'Bannon by James Maclin, of the surveys No. 625, 996, & 2694, in the names of Fenn and O'Bannon; no answer can be given to your application for patents on those surveys, other than a reference to the statements made by this office, on the warrants No. 125 and No. 1921, dated the 14th, and to my letter to you of the 16th Aug. last; these contain a full and correct view of the cases, and the decision on them, which no cause has as yet been shewn to change or repeal.

Resp. yours,

Mr. G. T. COTTON, *Versailles.*

General Land Office:

I, James Whitcomb, commissioner of the General Land Office, do

hereby certify, that the foregoing is a true copy of a paper on file in thi office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed at the city of Wash-
[SEAL.] ington, the 10th day of May, 1841.

JAS WHITCOMB, *Commissioner.*

Let no grants issue to White, Fagin, and others, who have purchased lands of General Robert Lawson, lying on the northwest side of the Ohio river, and obtained for his military services, which lands have been legally and bona fide conveyed by said Lawson on the day of June, 1794, for the purposes therein specified; a true copy of which deed is herewith enclosed, because all those purchases have been made subsequent to the execution and recording of the said deed of trust.

JOSHUA LEWIS,
Agent for the trustees.

The SECRETARY OF STATE.

I do certify, that the caveat which has been entered in the name of myself and others, as trustees of General Robert Lawson, against the issuing of grants or plats, and certificates for military lands, northwest of the river Ohio, assigned by the said Lawson to sundry persons, has been entered without my knowledge or consent; and that I never did act as a trustee, nor never will. Given under my hand this 20th day of November, 1803.

JA. SPEED.

State of Kentucky, Mercer county, sct:

James Speed came before me, a justice of the peace for said county, and acknowledged the within certificate to be his act and deed. Given under my hand this 3d day of December, 1803.

THOMAS FREEMAN.

I have lived in Kentucky since the year 1792; was intimately acquainted with General Robert Lawson, and Sarah, his wife; have heard the latter speak often of the deed of agreement which Colonel Nicholas had drawn up in order to secure her a portion of her husband's estate; that from some cause, which I am unable now to state fully, no proceedings were had under said agreement. I well recollect to have heard Colonel Nicholas say, that, from the said Sarah returning to her husband, and acting contrary to his advice, he had washed his hands from all interference, in future, with the said Sarah and her complaints of improper treatment from her husband. In a word, I do not hesitate to state, that, to the best of my belief and recollection, neither of the parties named in the agreement, viz: Geo. Nicholas, James Speed, Geo. Thompson, and Joseph Crockett, ever acted under said agreement, the two former having departed this life about 18 years since. It is, however, proper to observe, that I am only certifying to the best of my recollection. Given under my hand this 9th day of December, 1816.

JAMES MORRISON.

I certify, that Major John O'Bannon was the locator of my military lands, and that, by prior contract, was to have one-third of ten thousand acres for his services, and which has no relative connexion with an instrument of writing called a deed of trust. Given under my hand, at the city of Richmond, the 27th of November, 1800.

RO. LAWSON.

Test:

J. BOOTWRIGHT,
C. MCALLISTER.

GENERAL LAND OFFICE.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing are true copies of the originals on file in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of the General Land Office to be affixed, at the city of Washington, the 31st day of December, 1844.

[L. S.]

JAS. WHITCOMB,
Commissioner.

Commissioner of Land Office to T. Ewing.

GENERAL LAND OFFICE, 19*th Feb'y*, 1842.

SIR: I have the honor herewith to transmit you the following exemplified copies, to wit:

1st. A copy of Virginia military warrant, No. 1,921, issued in favor of General Robert Lawson, together with a fac simile of said Lawson's signature to an assignment thereon of 3,333⅓ acres to John O'Bannon.

2d. A copy of survey No. 2,523, of 2,000 acres, in the name of said Lawson, together with his assignment thereon to Daniel Feagins, with a fac simile of said Lawson's signature to the same.

3d. A copy of survey No. 1,715, of 1,000 acres, in the name of said Lawson, together with an assignment of the same to William White, with a fac simile of said Lawson's signature to the same.

4th. Copies of 4 letters from G. T. Cotton to the Commissioner of the General Land Office, dated June 1st, 1815, August 16th, 1815, and the two last dated 10th September, 1815.

5th. Four copies from the records, purporting to be copies of patents which have been cancelled, as indicated on the face and in the margin of said copies; three of which appear to have been issued to John O'Bannon, assignee of said Robert Lawson, the other to Robert Finley and John O'Bannon. It does not appear that the original patents were ever delivered or transmitted to any one. The presumption is that they never were, as there is an entry at the head of each on the records, as indicated in said copies, shewing that they were suspended, &c.

In regard to the omission of the signatures of the President and Commissioner to these exemplifications, I would suggest, that it ap-

pears to have been the mode of recording patents, to a great extent, at that time, as well as before and since; and was not wholly confined to the records of Virginia military patents, but prevailed also in the records of patents for public lands. But, on examining the volume in which these patents appear to be recorded, I find a considerable number recorded with the full signatures of the President and Commissioner; and the records of the patents immediately preceding and succeeding those of which you have copies were recorded at length, while these were left blank.

I am, very respectfully, sir, your obedient servant,

E. M. HUNTINGTON,
Commissioner.

THOMAS EWING, esq.,
Lancaster, Ohio.

Land Office military warrant, No. 1,921.

To the principal surveyor of the lands set apart for the officers and soldiers of the Commonwealth of Virginia:

[SEAL.] This shall be your warrant to survey and lay off, in one or more surveys, for Brigadier General Robert Lawson, his heirs or assigns, the quantity of ten thousand acres of land, due unto the said Robert Lawson, in consideration of his services for three years as a brigadier general in the Virginia continental line, agreeable to a certificate from the governor and council received into the land office.

Given under my hand and the seal of the said office this 21st day of November, in the year one thousand seven hundred and eighty-three.

JOHN HARVIE.

I do hereby assign to John O'Bannon three thousand three hundred thirty-three and one-third acres of the within warrant, it being for value received, and to be three thousand acres of the part yet to survey. As witness my hand this 16th day of August, 1796.

RO. LAWSON.

Test:
DANIEL FEAGINS.

GENERAL LAND OFFICE.

I, Elisha M. Huntington, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of warrant No. 1,921, on file in this office, of the assignment endorsed thereon, and a fac simile of the signatures attached to said assignment.

In testimony whereof, I have caused the seal of the said office to be hereunto affixed, at the city of Washington, the 18th day of Feb'y, 1842.
[L. S.]

E. M. HUNTINGTON,
Commissioner.

[For plat, see original.]

Surveyed, for Robert Lawson, 2,000 acres of land, on part of a military warrant, No. 1,921, on White Oak creek, and the waters of Straight creek, beginning at a buckeye, beech, and sugar tree, northwest corner to James Curry's survey No. 1,397; thence, with his line, east 400 poles, crossing a branch at 224 poles, to a walnut, elm, and sugar tree, northeast corner to said Curry; thence, with another of said Curry's lines, south 400 poles, crossing a branch at 80 poles, to a lynn, sugar tree and dogwood, southeast corner to Curry; thence, east 200 poles, crossing a branch of Straight creek, at 180 poles, to two beeches and a buckeye; thence, north 800 poles, crossing a branch at 196 and one at 400 poles, to a beech and hickory; thence, west 600 poles, crossing a branch at 218 poles, to an ash, mulberry, and elm; thence, south 400 poles, crossing White Oak creek at 20, and at 80 poles, to the beginning.

NATH'L MASSIE, *D. S.*

May the 1st, 1795.

DUNCAN MCCARTY, } *C. C.*
WILLIAM LEEDOM, }
GEORGE EDGENTON, *M.*

Examined and recorded, May the 25, 1795.

RICHARD C. ANDERSON, *S.*

(Endorsement:) I do hereby assign all my right, title, claim, and interest, of the within two thousand acres of land, unto Daniel Feagins, it being for value received; as witness my hand, this 16th day of August, 1796.

RO. LAWSON.

Test: RICHARD C. ANDERSON.

GENERAL LAND OFFICE.

I, Elisha M. Huntington, commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of survey No. 2,523, on file in this office, and of the assignment endorsed thereon, with a fac simile of the signature attached thereto.

In testimony whereof, I have caused the seal of the said office to be hereunto affixed, at the city of Washington, the 19th day of Feb'y, 1842.

[SEAL.]

E. M. HUNTINGTON,
Commissioner.

[For plat, see original.]

Surveyed, for Brigadier General Robert Lawson, 1,000 acres of land, on part of a military warrant No. 1,921, on the waters of the Ohio, on the N. W. side, beginning at three ash, east corner to R. H. Mead's survey No. 1,662, running with the line of No. 1,662, S. 45° E., 320 poles, crossing a creek at 309 poles, to a sugar tree, beech, and dog-

wood, east corner to Mead's survey No. 1662, and north corner to his survey No. 1,664; thence, N. 45° E., 500 poles, to two sugar trees, and a beech; thence, N. 45 W., 320 poles, to a sugar tree and three beeches; thence, S. 45° W., 500 poles, crossing the creek at 270 poles, to the beginning.

JOHN O'BANNON, *D. S.*

April 5, 1798.

THOMPSON PALMER, ARTHUR GRIMES, JOHN SCOULLERAFF, } *C. C.*
M.

Examined and recorded, June 4, 1798.

RICHARD C. ANDERSON, *S.*

(Endorsement:) I do, for value received, assign, transfer, and set over, unto Wm. White, all my right, title, interest, and claim of, in, and to the within mentioned one thousand acres of land.

Witness my hand and seal, Sept. 9th, 1796.

RO. LAWSON.

Witnesses:
JAS.
RICH'D TAYLER, Jun'r.,
EDW. H. TAYLOR.

GENERAL LAND OFFICE.

I, Elisha M. Huntington, commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of plat and survey No. 1,715, on file in this office, and of the assignment endorsed thereon, with a fac simile of the signatures attached thereto.

In testimony whereof, I have caused the seal of the said office to be hereunto affixed, at the city of Washington, the 16th day of February, 1842.

[SEAL.]

E. M. HUNTINGTON,
Commissioner.

Cotton to Commissioner of Land Office.

VERSAILLES, *June 1st*, 1815.

DEAR SIR: I received yours of the 29th of December, with seven patents. You also therein inform me, that you had suspended a number of the other patents, and the reasons you would make known to me. I have waited with much impatience, (as I am very anxious to settle the business of the estate,) but have not received any further information. You will, therefore, excuse this trouble I may give you. In the case of the surveys under the assignment of Gen'l Lawson, I have had the objections made known to me by Mr. Creighton, of Ohio. I thought I had satisfied the gentleman, who had charge of the office when I was at that place, by shewing, in the first place, how far that deed of trust fell short of the requisitions of the law in such cases; this deed was made by Gen'l Lawson to his children without the consent of his credi-

tors; and, having made this deed, does not prevent his acting himself, as you will readily see by taking a view of the law on those subjects. I also tendered a certificate from Gen'l Lawson; but, as all objections seemed to be removed, I did not leave it. The following is a copy: "I do certify, that Major John O'Bannon was the locator of my military lands; and, by prior contract, was to have one-third of ten thousand acres for his services; and which has no relative connexion with an instrument of writing called a deed of trust.

"Given under my hand, at the city of Richmond, the 27th of November, 1802.

"Teste: "RO. LAWSON.

"J. BOOTWRIGHT,
C. MCALLISTER."

If this should be satisfactory, I will forward this certificate; if not, you will please inform me what will be satisfactory; and if steps should be taken in Ohio for a decree, and if a decree should be necessary, in what court should it be taken. In the case of Fenn, Mr. Creighton has also informed me that Col. Anderson's certificate, shewing that there was a lottery, or board of officers, which regulated for a while the manner of locating lands, and proof of the handwriting of Thos. Fenn, or the subscribing witnesses, would be sufficient; if so, be so good as to inform me, or please enclose me such a certificate, as will be sufficient, from Col. Anderson; and inform me what kind of proof of those handwritings will be sufficient—whether proof before a magistrate will be sufficient. I hope you will be so good as to attend promptly to this business, as the suit of Marshal and others are progressing, which makes it necessary for me to settle those objections to those titles; there are some other cases suspended for reasons entirely unknown to me, as I thought I had removed all difficulties when there. It is a great distance for me to travel to attend to this business, which I hope will induce you to aid me in the most speedy way.

Yours, most respectfully,

G. T. COTTON,

Commissioner of the Gen'l Land Office.

GENERAL LAND OFFICE.

I, Elisha M. Huntington, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of a paper on file in this office.

In testimony whereof, I have caused the seal of the said office to be affixed, at the city of Washington, the 14th day of Febru-
[SEAL.] ary, 1842.

E. M. HUNTINGTON,

Commissioner.

Commissioner of Land Office to G. T. Cotton.

GENERAL LAND OFFICE, 16*th August*, 1815.

SIR: Your favor of the first of June last was regularly received, but,

owing to a press of business which had accumulated previously to the receipt of your letter, it was not possible to attend to the various subjects of it until this day. It would have been more satisfactory to this office to understand in what character you request patents on the warrants of Thomas Fenn and General Lawson, whether as executor, administrator, or agent, to their estates. The want of this information, however, has not prevented me from possessing you of a full knowledge of the facts which determine this office, with the evidence now before it, to suspend for the present the issuing of patents on the warrants No. 125 and No. 1,921. This determination, however, will not close the door to any further evidence you may have it in your power to adduce to this office, which will be attended to without any delay. In the execution of the ministerial duties imposed on this office, in relation to grants of land in the Virginia military reservation, the Commissioner of the General Land Office charges himself with obedience to the laws of Congress and to the laws of the State of Virginia, and not to the statute laws of Kentucky, or to the common law of England, to which you have been pleased to refer him. You will receive herewith enclosed copies of the cases stated, with much care and attention, of the claims of Mr. Maclin and Mr. Martin, to the warrant No. 125, and of John O'Bannon, to part of warrant No. 1,921.

I am, very respectfully, sir, your obt. servt.

Mr. GEORGE T. COTTON, *Versailles, Ky.*

GENERAL LAND OFFICE.

I, Elisha M. Huntington, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of a paper on file in this office.

In testimony whereof, I have caused the seal of the said office to be hereunto affixed, at the city of Washington, the 14th day of [SEAL.] February, 1842.

E. M. HUNTINGTON,
Commissioner.

Cotton to Commissioner of Land Office.

VERSAILLES, *10th September*, 1815.

SIR: Yours of the 16th August has been duly received, together with a copy of the case of Thos. Fenn, General Lawson, and some observations relative to Col. Sayers. I have also had an opportunity of verifying the hands of Fenn, Smith, and others, on the contract of Finn and Smith, trusted to the care of Major McKinney. I enclose you the proof of Mr. Banks to the handwriting or signatures of those parties, with the certificates of Col. Anderson, relative to the lottery cited by Finn on that contract, (which I have been informed by Mr. Creighton, who had it from your office,) would be all that would be required of me in procuring the grant in the case of Finn. The objection to the 30 acres on the warrant of Smith I shall be able to remove, either by proper assignment, or by re-survey. I am informed there is a part of

that survey covered by prior entry. The power to H. Marshal to assign to Maclin, you will find in some of the papers, where grants have issued to Maclin. The assignment to me, as executor of Major O'Bannon, I sent by Mr. Atwood, but if he did not leave it, I will forward that on his return, if I am informed of the former objections being obviated, from which you will be informed as to the issuing. I hope now, sir, that the proof adduced to you will be satisfactory. If there should yet remain objections to the issuing of these grants, you will give me direct information on the reception of this, which you have been pleased to assure me you would do. With a strict reliance on your attention, and full confidence in your discretion, I trust this to your further consideration.

I am, most respectfully, your obt. servt.,

G. T. COTTON,
Ex'r of John O'Bannon, dec'd.

JOSIAH MEIGS, Esq.,
Commissioner of Land Office.

GENERAL LAND OFFICE.

I, Elisha M. Huntington, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of a paper on file in this office.

In testimony whereof, I have caused the seal of the said office to be hereunto affixed, at the city of Washington, the 14th day of [SEAL.] February, 1842.

E. M. HUNTINGTON,
Commissioner.

Cancelled Patent.

Cancelled, and new patent issued, vol. 8, page 57.

(Suspended; see papers.)

James Madison, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye, that in consideration of military services performed by Robert Lawson, a brigadier general for three years, to the United States, in the Virginia line on continental establishment, and in pursuance of an act of the Congress of the United States, passed on the 10th day of August, in the year 1790, entitled "an act to enable the officers and soldiers of the Virginia line on continental establishment to obtain titles to certain lands lying northwest of the river Ohio, between the Little Miami and Scioto," and another act of the said Congress, passed on the 9th day of June, in the year 1794, amendatory of the said act, there is granted by the said United States unto John O'Bannon, assignee of the said Robert Lawson, a certain tract of land, containing nine hundred and sixty-five acres, situate between the Little Miami and Scioto rivers, northwest of the river Ohio, as by survey, bearing date the twenty-ninth day of August, in the year one thousand seven hundred and ninety-six, and bounded and described as follows, to wit:

"Survey of nine hundred and sixty-five acres of land, on part of a military warrant, No. 1,921, in favor of the said Robert Lawson, (the whole thereof being for ten thousand acres,) on the waters of Straight creek, beginning at 2 lynns and an ash, corner to John Tibbs' survey, Nos. 1,982 and 1,635, and in the line of Robert Lawson's survey, No. 2,523; running with Tibbs' line, south 27 east, 355 poles, crossing a branch, at 50 poles, to a honey locust, hickory, ash, and buckeye, corner to Tibbs'; thence, with another of said Tibbs' lines, north 63 east, 320 poles; crossing a branch at 67, and one at 124 poles, to a sugar tree, iron wood, beech, and dogwood, corner to Tibbs', and in the line of Matthew Rhea's survey, No. 1,984; thence, with Rhea's line, north 27 west, 500 poles; passing a large clay lick, at 370 poles, to an ash, hickory, and stooping beech, corner to Rhea, and in the line of said Rhea's survey, No. 1,983; thence, with said line, south 63 west, 244 poles, to 2 ashes and a beech, corner to Rhea, and in the line of said Lawson's survey, No. 2,523; thence, with said Lawson's line, south 162 poles, to the beginning, with the appurtenances; to have and to hold the said tract of land, with the appurtenances, unto the said John O'Bannon, and his heirs and assigns forever.

In witness whereof, the said James Madison, President of the United States of America, hath caused the seal of the General Land Office to be hereunto affixed, and signed the same with his hand, at the city of Washington, the 10th day of November, [SEAL.] in the year of our Lord one thousand eight hundred and fourteen, and of the independence of the United States of America the thirty-ninth.

By the President: J. MEIGS,
Commissioner of the General Land Office.

GENERAL LAND OFFICE.

I, Elisha M. Huntington, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy from the records of this office, and of a patent issued to John O'Bannon, which patent appears from the record to have been cancelled.

In testimony whereof, I have caused the seal of this office to be hereunto affixed, at the city of Washington, the 14th day of Feb- [SEAL.] ruary, 1842.

E. M. HUNTINGTON,
Commissioner.

Land office military warrant, No. 1,921.

To the principal surveyor of the lands set apart for the officers and soldiers of the commonwealth of Virginia: This shall be [SEAL.] your warrant to survey and lay off, in one or more surveys, for Brigadier General Robert Lawson, his heirs or assigns, the quantity of ten thousand acres of land, due unto the said Robert Lawson, in consideration of his services for three years as a brigadier general in the Virginia continental line, agreeable to a certificate from the Governor and council received into the land office.

Given under my hand and the seal of the said office, this 21st day of November, one thousand seven hundred and 83.

JOHN HARVIE, *R. L. Off.*

I do hereby assign to John O'Bannon three thousand three hundred thirty-three and $\frac{1}{3}$ acres of the within warrant, it being for value received, and to be three thousand acres of the part yet to survey, as witness my hand, this 16th day of August, 1796.

RO. LAWSON.

Test: DANIEL FEAGINS.

I do certify, that the above is a copy of a warrant in my possession, a part yet unsatisfied, and that the assignment, as above, is on the back of the said warrant.

Given under my hand and seal of office, *this 8th*, 1813.

RICHARD C. ANDERSON. [L. S.]

GENERAL LAND OFFICE.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of a paper on file in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of Wash-
[SEAL.] ington, this the 21st day of December, 1840.

JAS. WHITCOMB,
Commissioner.

Land office military warrant, No. 761.

To the principal surveyer of the lands set apart for the officers and soldiers of the commonwealth of Virginia: This shall be your
[L. S.] warrant to survey and lay off, in one or more surveys, for Lieutenant Benjamin Lawson, his heirs or assigns, the quantity of two thousand six hundred sixty-six and two-thirds acres of land due unto the said Benjamin Lawson, in consideration of his services for three years, as a lieutenant of the Virginia continental line, agreeably to a certificate from the Governor and council, received into the land office.

Given under my hand, and the seal of the said office, this 6th day of June, in the year one thousand seven hundred and 83.

JOHN HARRIS, *R. L. Off.*

General Land office.

I, James Whitcomb, commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of the original warrant on file in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of the office to be affixed, at the city of Wash-
[SEAL.] ington, the 16th of April, 1840.

JAS. WHITCOMB.

Land Office, military warrant No. 2653. To the principal surveyor
[L. S.] of the lands set apart for the officers and soldiers of the commonwealth of Virginia:

This shall be your warrant to survey and lay off, in one or more surveys, for William Lawson, hr. at law of Clairborn Lawson, decd., his heirs or assigns, the quantity of four thousand acres of land, due unto the said William Lawson, *the said Clairborn Lawson*, in consideration of services for three years as a captain in the Virginia continental line, agreeable to a certificate from the governor and council, received into the land office.

Given under my hand, and seal of the said office, this 1st day of March, in the year one thousand seven hundred and 84.

JOHN HARVIE, *Re. L. Office.*

General Land Office.

I, James Whitcomb, commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of the original warrant on file in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of the office to be affixed, at the city of Wash-
[SEAL.] ington, the 16th day of April, 1840.

JAS. WHITCOMB.

(Survey No. 1715.) Thomas Jefferson, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye, that in consideration of military services performed by Robert Lawson, (a brigadier general for three years,) to the United States, in the Virginia line, on continental establishment, and in pursuance of an act of the Congress of the United States, passed on the 10th day of August, in the year 1790, entitled "An act to enable the officers and soldiers of the Virginia line on continental establishment, to obtain titles to certain lands lying northwest of the river Ohio, between the Little Miami and Scioto," and another act of the said Congress, passed on the 9th day of June, in the year 1794, amendatory of the said act, there is granted by the said United States, unto Philip Buckner, assignee of William White, who was assignee of the said Robert Lawson, a certain tract of land containing one thousand acres, situate between the Little Miami and Scioto rivers, northwest of the river Ohio, as by survey bearing date the 5th day of April, in the year one thousand seven hundred and eighty-eight, and bounded and described as follows, viz: Survey of one thousand acres of land on part of a military warrant, No. 1921, in favor of the said Robert Lawson, (the whole thereof being for ten thousand acres,) on the waters of the Ohio, beginning at the east corner of Col. R. H. Mead's survey, No. 1663, and north corner to Mead's survey, No. 1662; running with the line of No. 1662, S. 45 E., 320 poles, crossing a creek at 309 poles, to a sugar tree, beech, and dogwood, east corner to Mead's survey, No. 1662, and north corner to his survey, No. 1664; thence, N. 45 E., 500 poles, to two sugar trees and a beech; thence, N. 45 W., 320 poles, to a sugar tree and three beeches; thence, S. 45 W., 500 poles, crossing the creek at 270 poles, to the beginning, with the appurtenances. To have and to hold the said tract of land,

with the appurtenances, unto the said Philip Buckner, and his heirs and assigns, forever.

In witness whereof, the said Thomas Jefferson, President of the United States of America, hath caused the seal of the United States to be hereunto affixed, and signed the same with his hand at the city of Washington, the twentieth day of February, in the year of our Lord one thousand eight hundred and five, and of the independence of the United States of America the twenty-ninth.

By the President. THOMAS JEFFERSON.

JAMES MADISON, *Secretary of State.*

I do, for value received, assign, transfer, and set over, to William White, all my right, title, interest and claim, of, in, and to the within mentioned one thousand acres of land.

Witness my hand and seal, Sept. 9th, 1796.

ROBT. LAWSON.

Witness—

JAMES WARE, Junr.,
RICHARD TAYLOR, Junr.,
EDM. H. TAYLOR.

For value received, I hereby assign over to Philip Buckner, the within plat and certificate, and all my right, title, and interest thereto, and to the land herein described, and request the register to issue a patent to the said Philip Buckner accordingly; but the said Philip Bukner is to have no recourse on me, in case of a partial or total loss of the said land, either for damages, or a return of all or any part of the purchase money whatsoever.

Witness my hand and seal, this 15th day of October, 1797.

W. WHITE. [SEAL.]

Witness—

THOMAS RICKETTS,
JOHN PICKETT,
JOSIAH BELL.

General Land Office.

I hereby certify, that the foregoing is a true copy of the patent issued to Philip Buckner on survey No. 1715, for one thousand acres, on the the records of the department of State, transferred to this office; and I further certify, that the assignment attached to the copy of the patent, are correct transcripts of the originals as they appear on the survey on file.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed at the city of Wash-
[SEAL.] ington, this twenty-sixth day of March, 1835.

ELIJAH HAYWARD, *Commissioner.*

Thomas Jefferson, President of the United States of America, to all to-whom these presents shall come, greeting:

Know ye, that in consideration of military services performed by

Robert Lawson, (a brigadier general for three years,) to the United States, in the Virginia line on continental establishment, and in pursuance of an act of the Congress of the United States, passed on the 10th day of August, in the year 1790, entitled "An act to enable the officers and soldiers of the Virginia line on continental establishment, to obtain titles to certain lands lying northwest of the river Ohio, between the Little Miami and Scioto," and another act of the said Congress, passed on the 9th day of June, in the year 1794, amendatory to the said act, there is granted by the said United States, unto Daniel Feagins, a certain tract of land containing two thousand acres, situate between the Little Miami and Scioto rivers, northwest of the river Ohio, as by survey bearing date the first day of May, in the year one thousand seven hundred and ninety-five, and bounded and described as follows, to wit: Survey of two thousand acres of land on part of a military warrant, No. 1921, in favor of the said Robert Lawson, (the whole thereof being for ten thousand acres,) who assigned the above two thousand acres, after survey thereof, to the said Daniel Feagins, on White Oak creek, and the waters of Straight creek, beginning at a buckeye, beech, and sugar tree, northwest corner to James Curry's survey No. 1397; thence, with his line east, 400 poles, crossing a branch at 224 poles, to a walnut, elm, and sugar tree, northeast corner to said Curry; thence, with another of said Curry's lines south, 400 poles, crossing a branch at 80 poles, to a lynn, sugar tree, and dogwood, southeast corner to Curry; thence, east 200 poles, crossing a branch of Straight creek, at 180 poles, to two beeches and a buckeye; thence, north 800 poles, crossing a branch at 196 and one at 400 poles, to a beech and hickory; thence, west 600 poles, crossing a branch at 218 poles, to an ash, mulberry and elm; thence, south 400 poles, crossing White Oak creek at 20 and at 80 poles, to the beginning, with the appurtenances. To have and to hold the said tract of land, with the appurtenances, unto the said Daniel Feagins, and his heirs and assigns, forever.

In witness whereof, the said Thomas Jefferson, President of the United States of America, hath caused the seal of the United States to be hereunto affixed, and signed the same with his hand, at the city of Washington, the twenty-third day of February, in the year of our Lord one thousand eight hundred and seven, and of the independence of the United States of America the thirty-first. Th. JEFFERSON.

[L. S.]

By the President:

JAMES MADISON, *Secretary of State.*

I do hereby assign all my right, title, claim, and interest, of the within two thousand acres of land, unto Daniel Feagins, it being for value received; as witness my hand, this 16th day of August, 1796.

RO. LAWSON.

Test: RICHARD C. ANDERSON.

GENERAL LAND OFFICE,

14th October, 1836.

I hereby certify, that the above is a true copy of the patent on the

records of the Department of State transferred to this office; and I further certify, that the assignment of Rob. Lawson to Daniel Feagins is a correct copy of the original endorsed on the survey on file, and for which the patent was issued.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

[SEAL.]

ETHAN A. BROWN,
Commissioner.

(Survey No. 426.)

James Madison, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye, that, in consideration of military services performed by Claiborne Lawson (a captain for three years) to the United States in the Virginia line on continental establishment, and in pursuance of an act of the Congress of the United States, passed on the 10th day of August, in the year 1790, entitled "An act to enable the officers and soldiers of the Virginia line on continental establishment to obtain titles to certain lands lying northwest of the river Ohio, between the Little Miami and Scioto;" and another act of the said Congress, passed on the 9th day of June, in the year 1794, amendatory of the said act, there is granted, by the said United States, unto Alexander Dunlap, assignee of Pugh Price, assignee of Robert Lawson, heir at law to Claiborne Lawson, a certain tract of land containing one thousand acres, situate between the Little Miami and Scioto rivers, northwest of the river Ohio, as by survey, bearing date the twenty-second day of April, in the year one thousand seven hundred and ninety-seven, and bounded and described as follows, viz: Survey of one thousand acres of land on part of a military warrant No. 2,655, on the west side of the river Scioto, beginning at three hackberries, lower corner, on the river to Robert Beall's survey No. 424; thence, down the river, S. 10 W., 40, S. 37 W., 104, S. 82 W., 52, S. 25 W., 14, N. 67 W., 32, S. 51 W., 122 poles, crossed a branch at 86 poles, S. 5 W., 60, S. 20 E., 40, S. 20 W., 40, south 83 poles, to two buckeyes and a hackberry; thence, N. 58 W., 440 poles, crossing a branch at 390 poles, to two elms and a white oak; thence, N. 32 E., 320 poles, crossing a branch at 254 poles, to a white oak, ash, and elm, in the line of said Beall's survey; thence, with said line, S. 80 E., 446 poles, crossing a branch at 126 poles, to the beginning; the said warrant being in favor of William Lawson, originally heir at law to the said Claiborne Lawson; and the whole thereof being for four thousand acres of land, with the appurtenances: To have and to hold the said tract of land, with the appurtenances, unto the said Alexander Dunlap, and his heirs and assigns forever.

In witness whereof, the said James Madison, President of the United States of America, hath caused the seal of the United States to be hereunto affixed, and signed the same with his hand, at the city of Washington, the first day of March, in the year of

[SEAL.]

our Lord one thousand eight hundred and ten, and of the independence of the United States of America the thirty-fourth.

JAMES MADISON.

By the President:

R. SMITH, *Secretary of State.*

Recorded vol. 5, page 274.

GENERAL LAND OFFICE.

I hereby certify, that the foregoing is a true copy of the patent issued to Alexander Dunlap, on survey No. 426, for one thousand acres, on the records of the Department of State transferred to this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of Washington, this twenty-sixth day of March, in the year 1835.

[L. S.] ELIJAH HAYWARD,
Commissioner.

(Survey No. 439.)

James Madison, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye, that, in consideration of military services performed by Benjamin Lawson (a lieutenant for three years) to the United States in the Virginia line on continental establishment, and in pursuance of an act of the Congress of the United States, passed on the 10th day of August, in the year 1790, entitled "An act to enable the officers and soldiers of the Virginia line on continental establishment to obtain titles to certain lands lying northwest of the river Ohio, between the Little Miami and Scioto;" and another act of the said Congress, passed on the 9th day of June, in the year 1794, amendatory of the said act, there is granted by the said United States unto Alexander Dunlap, assignee of Robert Lawson, who was assignee of the said Benjamin Lawson, a certain tract of land, containing one thousand six hundred sixty-six and two-thirds acres, situate between the Little Miami and Scioto rivers, northwest of the river Ohio, as by survey, bearing date the seventh day of March, in the year one thousand seven hundred and ninety-four, and bounded and described as follows, viz: Survey of one thousand six hundred sixty-six and two-thirds acres of land on part of a military warrant No. 761, in favor of the said Benjamin Lawson, (the whole thereof being for two thousand six hundred sixty-six and two-thirds acres,) on the northwest side of the river Ohio, on the west side of the Scioto river, and bounded as follows, to wit: Beginning at A, four maples, sycamore, and box elder, standing on the bank of Scioto river, 8 miles, on a straight line, above the mouth of Paint creek, opposite the lower end of three islands, running up the river as it meanders, N. 45 W., 20 poles, N. 26 W., 40 poles, N. 10 W., 94 poles, N. 30 E., 14 poles, N. 9 E., 20 poles, N. 35 E., 94 poles, N. 67 E., 210 poles, N. 9 E., 20 poles, N. 25 E., 100 poles, N. 50 W., 50 poles, to B, a honey locust, and two elms; thence, N. 72 W., 540 poles, to C, four white oaks, and hickory; thence, S. 18 W.. 500 poles, crossing a branch at

351 poles, at D, two sugar trees, white walnut, and buckeye; thence, S. 72 E., 540 poles, to the beginning, with the appurtenances: To have and to hold the said tract of land, with the appurtenances, unto the said Alexander Dunlap, and his heirs and assigns, forever.

In witness whereof, the said James Madison, President of the United States of America, hath caused the seal of the United States to be hereunto affixed, and signed the same with his hand, at the city of Washington, the twenty-sixth day of February, in the [SEAL.] year of our Lord one thousand eight hundred and eleven, and of the independence of the United States of America the thirty fifth.

JAMES MADISON.

By the President:

R. SMITH, *Secretary of State.*

GENERAL LAND OFFICE, 26*th March*, 1835.

I hereby certify, that the foregoing is a true copy of the patent issued to Alexander Dunlap, on survey No. 439, for one thousand six hundred and sixty-six and two-thirds acres, on the records of the Department of State, transferred to this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of Wash- [SEAL.] ington, on the day and year above written.

ELIJAH HAYWARD, *Commissioner.*

James Madison, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye, that, in consideration of military services performed by Robert Lawson (a brigadier general for three years) to the United States, in the Virginia line on continental establishment, and in pursuance of an act of the Congress of the United States, passed on the 10th day of August, in the year 1790, entitled "An act to enable the officers and soldiers of the Virginia line on continental establishment to obtain titles to certain lands lying northwest of the river Ohio, between the little Miami and Scioto," and other acts of the said Congress amendatory of the said act, there is granted by the United States unto George T. Cotton, executor of the last will and testament of John O'Bannon, deceased, who was assignee of the said Robert Lawson, in trust, for the uses and purposes mentioned in the will of the said John O'Bannon, a certain tract of land, containing four hundred acres, situate between the Little Miami *and Miami* and Scioto rivers, northwest of the river Ohio, as by survey bearing date the fifth day of October, in the year one thousand eight hundred and one, and bounded and described as follows, to wit:

[" *The corners and distances, as recorded, disagree entirely with the survey itself. Mr. Cotton must be informed of the error.*]

Survey of four hundred acres of land, on part of a military warrant No. 1921, in favor of the said Robert Lawson, (the whole thereof being for ten thousand acres,) on the waters of Eagle creek, beginning at two ashes and a hackberry, upper back corner to Mace Clements' survey,

No. 386; thence, N. 46° W., 237 poles, to a sugar tree and two buckeyes, in the line of said Clements' survey, and corner to Joham Keith's survey, No. 1702; thence with his line N. 46° E., 237 poles, to a sugar tree, buckeye, and hickory; thence, S. 46° W., 271 poles, to the beginning, with the appurtenances; to have and to hold the said tract of land, with the appurtenances, unto the said George T. Cotton, and his heirs and assigns forever, in trust, as aforesaid.

In witness whereof, the said James Madison, President of the United States of America, hath caused the seal of the General Land Office to be hereunto affixed, and signed the same with his [L. S.] hand, at the city of Washington, the twenty-first day of December, in the year of our Lord one thousand eight hundred and sixteen, and of the independence of the United States of America the forty-first.

By the President:

Commissioner of the General Land Office.

GENERAL LAND OFFICE.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of a patent taken from the records of this office, vol. 8, page 60.

In testimony whereof I have hereunto subscribed my name, and caused the seal of the office to be affixed, at the city of Wash- [SEAL.] ington, the 16th of June, 1840.

JAS. WHITCOMB.

James Madison, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye, that in consideration of military services performed by Robert Lawson, (a brigadier general for three years,) and by Nicholas Currell and William Higginbottom, (lieutenants for three years,) to the United States, in the Virginia line on continental establishment, and in pursuance of any act of Congress of the United States, passed on the 10th day of August, in the year 1790, entitled "An act to enable the officers and soldiers of the Virginia line on continental establishment to obtain titles to certain lands lying northwest of the river Ohio, between the Little Miami and Scioto," and other acts of the said Congress, amendatory of the said act, there is granted by the said United States, unto George T. Cotton, executor of the last will and testament of John O'Bannon, deceased, in trust, for the uses and purposes mentioned in the said will, a certain tract of land, containing six hundred and seventy-two acres, situate between the Little Miami and Scioto rivers, northwest of the river Ohio, as by survey, bearing date the thirty-first day of March, in the year one thousand eight hundred and twelve, and bounded and described as follows, to wit: survey of six hundred and seventy-two acres of land, on several military warrants, viz: three hundred and sixty-five acres on part of warrant No. 1921, in favor of the said Robert

Lawson, (the whole thereof being for ten thousand acres,) two hundred and seven acres on part of warrant No. 4647, in favor of Joseph Carter; and one hundred acres on part of warrant No. 5941, in favor of Matthew Hobson, (the two last mentioned warrants being each for two thousand six hundred sixty-six and two-thirds acres;) which rights were severally assigned to the said John O'Bannon, on the Ohio river, beginning at a hoop ash and two elms, lower corner on the bank of the river, to Henry Boyer's survey, No. 1067, running with the line of said Boyer's survey, passing his corner, and with the line of William Tallaferro's survey, passing his corner, with the line of John Hackley's survey, No. 905, N. 45° W., 595 poles, to two buckeyes and a white oak, in the line of said Hackley's survey, and corner to Jacob Smock and others entry, No. 851; thence, with the line of the said entry, S. 45 W., 382 poles, to a white oak, sugar tree, and beech on the bank of the river; thence, up the same, and binding thereon, S. 80 E., 68, S. 67 E., 112, S. 78 E., 60, S. 74 E., 86, S. 77 E., 132, S. 80 E., 34, S. 78 E., 80, 56° 7 E.. 58 poles; thence, east, 25 poles, to the beginning, with the appurtenances; to have and to hold the said tract of land, with the appurtenances, unto the said George T. Cotton, and his heirs and assigns forever, in trust, as aforesaid.

In witness whereof, the said James Madison, President of the United States of America, hath caused the seal of the General Land Office to be hereunto affixed, and signed the same with his [SEAL.] hand, at the city of Washington, the twenty-first day of December, in the year of our Lord one thousand eight hundred and sixteen, and of the independence of the United States of America the forty-first.

By the President:

Commissioner of the General Land Office.

GENERAL LAND OFFICE.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of a patent taken from the records of this office, vol. 8, page 61.

In testimony whereof I have hereunto subscribed my name, and caused the seal of the office to be affixed, at the city of Wash- [SEAL.] ington, the 16th of April, 1840.

JAS. WHITCOMB.

James Madison, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye, that in consideration of military services performed by Robert Lawson (a brigadier general for three years,) to the United States, in the Virginia line, on continental establishment, and in pursuance of an act of the Congress of the United States, passed on the 10th day of August, in the year 1790, entitled "An act to enable the

officers and soldiers of the Virginia line, on continental establishment, to obtain titles to certain lands lying northwest of the river Ohio, between the Little Miami and Scioto," and other acts of the said Congress, amendatory of the said act, there is granted, by the said United States, unto George T. Cotton, executor of the last will and testament of John O'Bannon, deceased, who was assignee of the said Robert Lawson, in trust for the uses and purposes mentioned in the will of the said John O'Bannon, a certain tract of land, containing eight hundred and thirty acres, situate between the Little Miami and Scioto rivers, northwest of the river Ohio, as by survey bearing date the eighth day of April, in the year one thousand eight hundred, and bounded and described as follows, to wit: Survey of eight hundred and thirty acres of land, on part of a military warrant No. 1,921, in favor of the said Robert Lawson, (the whole thereof being for ten thousand acres,) on White Oak creek, beginning at a mulberry and two sugar trees, lower back corner to John Roney's survey No. 919, in the line of Robert Clarke Jacob's survey No. 1,649; thence, with Roney's line, S. 78° E., 618 poles, crossing White Oak creek at 61, and a large branch at 480 poles, passing Roney's corner at 460 poles, to an ash and walnut; thence, N. 228 poles, passing the southwest corner of Henry Hith's survey No. 1,317, at 12 poles, and with his line to two beeches; thence, No. 78 W., 570 poles, crossing a branch at 134, and one at 186 poles, to a buckeye on the east side of White Oak creek; thence, S. 12 W., 226 poles, crossing the creek at 98 poles, to the beginning, with the appurtenances; to have and to hold the said tract of land, with the appurtenances, unto the said George T. Cotton, and his heirs and assigns, forever, in trust as aforesaid.

In witness whereof the said James Madison, President of the United States of America, hath caused the seal of the General Land Office to be hereunto affixed, and signed the same with his hand, at the city of Washington, the 21st day of December, [SEAL.] in the year of our Lord one thousand eight hundred and sixteen, and of the independence of the United States of America the forty-first.

_____.

By the President:

_____,

Commissioner of the General Land Office.

GENERAL LAND OFFICE.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of a patent, taken from the records of this office.

In testimony whereof I have hereunto subscribed my name, and caused the seal of the office to be affixed, at the city of Wash- [SEAL.] ington, the 16th day of April, 1840.

JAMES WHITCOMB.

James Madison, President of the United States of America, to all to whom these presents shall come, greeting:

Know ye, that in consideration of military services performed by Robert Lawson, (a brigadier general for three years,) to the United States, in the Virginia line on continental establishment, and in pursuance of an act of the Congress of the United States, passed on the 10th day of August, in the year 1790, entitled "An act to enable the officers and soldiers of the Virginia line on continental establishment, to obtain titles to certain lands lying northwest of the river Ohio, between the Little Miami and Scioto," and other acts of the said Congress, amendatory of the said act, there is granted by the United States unto George T. Cotton, executor of the last will and testament of John O'Bannon, deceased, who was assignee of the said Robert Lawson, in trust, for the uses and purposes mentioned in the will of the said John O'Bannon, a certain tract of land, containing two hundred acres, situate between the Little Miami and Scioto rivers, northwest of the river Ohio, as by survey bearing date the thirteenth day of November, in the year one thousand eight hundred and thirteen, and bounded and described as follows, to wit: Survey of two hundred acres of land, on part of a military warrant No. 1,921, in favor of the said Robert Lawson, (the whole thereof being for ten thousand acres,) on the waters of Red Oak creek, beginning at two ashes and a horn bean, southwest corner to Jordan Harris' survey No. 756; thence, with Harris' line south, 420 poles, passing said Harris' corner, to a lynn and buckeye, in the line of Walker Baylor's survey, No. 1,698; thence. with his line, N. 29° W., 148 poles to a small ash, ironwood, and two sugar trees, corner to the said Baylor's survey; thence, with another of his lines, S. 61° W., 16¾ poles, to a buckeye, lynn, and sugar tree, northeast corner to the said Baylor's survey, No. 1,692; thence, with his line, N. 29 W., 136 poles, to an ash, sugar tree, and white walnut, in the said line; thence, N. 38¼ E., 238 poles, to the beginning, with the appurtenances. To have and to hold the said described tract of land, with the appurtenances, unto the said George J. Cotton, and his heirs and assigns, forever, in trust as aforesaid.

In witness whereof the said James Madison, President of the United States of America, hath caused the seal of the General Land Office to be hereunto affixed, and signed the same with his hand, at the city of Washington, the twenty-first day of December, in the year of our Lord one thousand eight hundred and sixteen, and of the independence of the United States of America the forty-first.

[SEAL.]

_____.

By the President:

_____,

Commissioner of the General Land Office.

GENERAL LAND OFFICE.

I, James Whitcomb, Commissioner of the General Land Office, do

hereby certify, that the foregoing is a true copy of a patent, taken from the records of this office, vol. 8, page 58.

In testimony whereof I have hereunto subscribed my name, and caused the seal of the office to be affixed, at the city of Washington,
[SEAL.] the 16th of April, 1840.

JAS. WHITCOMB.

[For plat, see original.]

Surveyed for John O'Bannon, assee., 965 acres of land, on part of a military warrant No. 1,921, on the waters of Straight creek, beginning at two lynns and an ash, corner to John Tibbs' survey, No. 1,982 and 1,635, and in the line of Robert Lawson's survey, No. 2,523, running with Tibbs' line, S. 27 E., 355 poles, crossing a branch at 50 poles, to a honey locust, hickory, ash, and buckeye, corner to Tibbs'; thence with another of said Tibbs' lines, No. 63 E., 320 poles, crossing a branch at 67, and one at 124 poles, to a sugar tree, ironwood, beech, and dogwood, corner to Tibbs', and in the line of Matthew Rhea's survey, No. 1,984; thence, with Rhea's line, N. 27 W., 500 poles, passing a large clay lick at 370 poles, a large ash, hickory, and stooping beech, corner to Rhea, and in the line of said Rhea's survey, No. 1,983; thence, with said line, S. 63 W., 244 poles, to two ashes and a beech, corner to Rhea, and in the line of said Lawson's survey, No. 2,523; thence, with said Lawson's line, south 162 poles, to the beginning.

JOHN O'BANNON, *D. S.*

August 29th, 1796.

ALEXANDER HOLTON, }
ROWLAND THOMAS. } *C. C.*
JOHN DAWSON, *M. R.*

Examined and recorded September 7th, 1796.

RICHARD C. ANDERSON, *S.*

I do certify, that the warrant on which this survey was made is in my possession, a part thereof unsatisfied.

Given under my hand and seal of office, this 9th day of September, 1797.

[SEAL.] RICHARD C. ANDERSON.

GENERAL LAND OFFICE.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of the original survey on file in this office.

In testimony whereof I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of Wash-
[SEAL.] ington, this 31st day of December, 1840.

JAS. WHITCOMB, *Commissioner.*

Having examined a statement made out by the Commissioner of the Land Office, with the reasons assigned by that office for refusing to is-

sue grants to the representatives of John O'Bannon, for the lands therein alluded to, with the accompanying documents, I am decidedly of opinion that the emanation of these grants ought no longer to be suspended, unless a caveat, or some other lawful proceeding, suspending their emanation, which is prohibitory upon such commissioner, is pending, which I am informed is not the case. This opinion is the result of the following brief considerations:

1st. That Major O'Bannon having had, anterior to the execution of the deed of trust, an equitable right to, or lien upon, the land in question, founded upon contract, and upon principles of equity, for his services in locating such lands, his claim could in no manner be affected or impaired by this or any other deed of trust, made purely on family considerations, and not founded on, or supported by, any actual purchase for a bona fide valuable money consideration.

2d. That the deed of trust not having been recorded, in any part of the then northwestern territory, or personally known to O'Bannon, and he being an innocent purchaser, without notice, for valuable consideration, and having received an assignment of the warrant in question from Lawson, who was permitted by the trustees to possess, and thereby enjoy the means of transferring the same, that right, thus accrued, cannot be affected by the deed of trust either at law or equity.

3d. That the deed of trust conveying lands in the then northwestern territory, so far as regards those lands, at least, is void, as to purchasers and creditors of the grantor, the same not having been admitted to record in some court of that territory.

ISHAM TALBOTT.

Dec. 11, 1816.

On the 4th day of June, 1794, Robert Lawson conveyed to James Speed, George Thompson, Joseph Crockett, and George Nicholas, 7,000 acres of land in the N. W. Territory, now the State of Ohio, in trust for his children. At this time, Robert Lawson had located ten thousand acres. This deed of trust was never recorded in any county in the then territory, now State of Ohio, until 1798. In August, 1796, Robert Lawson assigned to John O'Bannon a part of his warrant, 3,333⅓ acres, a part of the ten thousand, and 333⅓, a part, for valuable considerations. The Commissioner of the General Land Office refuses to issue patents to the representative of John O'Bannon for these lands. His objections are, that Robert Lawson passed this land, by a deed of trust, to his children. It is my opinion that John O'Bannon was entitled to a patent for these lands. First. Because this deed in trust was not recorded in the county where the lands lie until after the assignment to O'Bannon, O'B. being an innocent purchaser. Secondly. At the time this deed in trust was made, Lawson had not a legal estate in these lands, they not being in a grant from the Government. Thirdly. Lawson could not divest O'Bannon of his locator's part by any conveyance to his children, there being priority of an implied contract between Lawson's children and O'Bannon, through Lawson, the father. The opinion of J. Talbott, esq., and

Wm. Creighton, is requested by the Commissioner of the General Land Office, on the case here stated. My opinion is given also, at his request. J. L. W.

GENERAL LAND OFFICE.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing are true copies from the originals on file in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of [SEAL.] Washington, the 31st of December, 1840.

JAS. WHITCOMB,
Commissioner.

I hereby assign all my right, title, claim, and interest of the within two thousand acres of land unto Daniel Feagins, it being for value received. As witness my hand this 16th day of August, 1796.

Test: RO. LAWSON.

RICHARD C. ANDERSON.

GENERAL LAND OFFICE.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of the assignment on the back of survey No. 2,523, on file in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of the office to be affixed, at the city of Wash- [SEAL.] ington, the 16th of April, 1840.

JAS. WHITCOMB.

I do assign three hundred thirty-three and one-third acres of the within land to John O'Bannon, it being for value received. As witness my hand this 26th day of August, 1796.

Test: RO. LAWSON.

JOEL WEEDON,
SARAH WHITE.

I do assign the balance of the within land, it being six hundred sixty-six and two-third acres to John Youngman, it being for value received. Witness my hand this 26th day of August, 1796.

RO. LAWSON.

Test:

JOEL WEEDON,
SARAH WHITE.

I assign over all my right of the six hundred and sixty-six and two-third acres of land to William Jones, for value received, this 2d day of February, 1796.

JOHN YOUNGMAN.

Test:

DANIEL *Zozetter*,
JACOB YOUNGMAN,
ANDREW BLACK.

I do assign all my six hundred sixty-six and two-thirds acres of the within land to Robert Finlay, it being for value received of him. Witness my hand this thirty-first of October, 1796. WM. JONES.

Test: BASIL BURGESS,
HUGH LONG.

GENERAL LAND OFFICE.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing are true copies of the assignments on the back of the survey, No. 1,716, on file in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of the office to be affixed, at the city of Wash-
[SEAL.] ington, the 16th of April, 1840.

JAS. WHITCOMB.

For value received, I do hereby assign all my right, title, and interest to the above plat to Pugh Price, his heirs and assigns. Witness my hand and seal this twenty-fourth day of December, in the year of our Lord 1796. RO. LAWSON. [SEAL.]

Test: MOSES BLEDGOE,
JO. CROSBY,
JESSE BLEDGOE.

GENERAL LAND OFFICE.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of the assignment on the survey, No. 957, on file in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of the office to be affixed, at the city of Wash-
[SEAL.] ington, the 16th of April, 1840.

JAS. WHITCOMB.

For value received, I do hereby assign all my right, *titill*, and interest to the above plat, as heir at law to William Lawson, deceased, to Pugh Price, his heirs, or assigns. As witness my hand and seal this 16th day of November, in the year of our Lord 1799.

RO. LAWSON. [SEAL.]

Test: MARQUIS CALMES,
PRISCILLA CALMES.

I assign the within plat to Alexander Dunlap, his heirs, or assigns, for value received. As witness my hand and seal, this 16th day of November, 1779. PUGH PRICE, SR. [L. S.]

Witness: G. W. GORDON,
HENRY GREEN.

GENERAL LAND OFFICE.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing are true copies of the originals on the survey, No. 426, on file in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of the office to be affixed, at the city of Wash-
[SEAL.] ington, the 16th of April, 1840. JAS. WHITCOMB.

For value received, I assign unto Pugh Price, his heirs, or assigns, the within plat and certificate, and request that a patent may issue accordingly. In witness whereof, I have set my hand this 23d day of May, 1800.

RO. LAWSON,
Heir and assignee of Wm. Lawson, deceased.

Witness:
BIRD PRICE,
ALEX'R DUNLAP,
POLLY DUNLAP.

GENERAL LAND OFFICE.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of the assignment on the back of the survey, No. 483, on file in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of the office to be affixed, at the city of Washington, the 16th of April, 1840.

[SEAL.]

JAS. WHITCOMB.

GENERAL LAND OFFICE.

I certify, that the following statement is correct, and that the original assignment, of which the within are copies, are on file in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of the General Land Office to be affixed, this 13th day of July, in the year of our Lord one thousand eight hundred and eighteen.

[SEAL]

JOSIAH MEIGS,
Commissioner of the General Land Office.

The warrant on which the surveys herein mentioned are founded is No. 1,921, for 10,000 acres, in favor of Brigadier General Robert Lawson, for his services in the Virginia line on continental establishment. Survey No. 1,715, for 1,000 acres, patented to Philip Buckner, 20th February, 1805. Recorded in vol. 4, folio 62. This survey is in the name of General Robert Lawson, and assigned by him in the following words, viz:

"I do, for value received, assign, transfer, and set over, to William White, all my right, title, interest, and claim, of, in, and to the within mentioned one thousand acres of land.

"Witness my hand and seal, September 9th, 1796.

"RO. LAWSON. [SEAL.]

"Witness:
JAS. (name unknown,)
RICH'D TAYLOR, Jun'r,
EDM. H. TAYLOR."

"For value received, I do hereby assign over to Philip Buckner the within plat and certificate, and all my right, title, and interest thereto, and to the land therein described, and request the register to issue a pa-

tent to the said Philip Buckner, accordingly; but the said Philip Buckner is to have no recourse to me, in case of a partial or a total loss of the said land, either for damages, or a return of all or any part of the purchase money, or in any manner whatsoever.

Witness my hand and seal, this 11th day of October, 1797.

WM. WHITE. [SEAL.]

Witness:
THOMAS PICKETT,
JOHN PICKETT,
JOSIAH BELT."

Survey No. 2,523, for 2,000 acres, patented to Daniel Feagins, 23d February, 1807. Recorded in vol. 4, folio 365. The following assignment is endorsed on this survey:

I do hereby assign all my right, title, claim, and interest of the within two thousand acres of land, unto Daniel Feagins, it being for value received; as witness my hand, this 16th day of August, 1796.

ROBERT LAWSON.

Test:
RICHARD C. ANDERSON.

Survey No. 1,716, for 1,000 acres, patented to Robert Finley and George T. Cotton, executor of John O'Bannon, on the 21st December, 1816. Recorded, vol. 8, folio 56. The following assignments are written on the back of this survey:

"I do assign three hundred thirty-three and one-third acres of the within land to John O'Bannon, it being for value received; as witness my hand, this 26th day of August, 1796.

RO. LAWSON.

Test:
JOEL WEEDON,
SARAH WHITE.

I do assign the balance of the within land, it being six hundred sixty-six and $\frac{2}{3}$ acres, to John Youngman, it being for value received.

Witness my hand, this 26th day of August, 1796.

RO. LAWSON.

Test:
JOEL WEEDON,
SARAH WHITE.

"I assign over all my right of the six hundred and sixty-six and two-thirds acres of land to William Jones, for value received, this 2d day of February, 1796.

JOHN YOUNGMAN.

Test:
DANIEL (name unknown,)
JACOB YOUNGMAN,
ANDREW BLACK."

I do assign all my six hundred sixty-six and two-thirds acres of the within land to Robert Finley, it being for value received.

Witness my hand, this 31st of October, 1796.

WM. JONES.

Test:

—— BURGESS,
HUGH LONG."

Survey No. 1,707, for 965 acres, patented on the 21st December, 1816, to George T. Cotton, executor of John O'Bannon. Recorded, vol. 8, page 57. The assignment endorsed on a copy of warrant, No. 1,921, filed with this survey, is as follows:

"I do hereby assign to John O'Bannon three thousand three hundred thirty-three and $\frac{1}{3}$ acres of the within warrant, it being for value received, and to be three thousand acres of the part yet to survey; as witness my hand, this 16th of August, 1796.

RO. LAWSON.

Test:

Samuel FEAGINS.

Survey No. 2,794, for 200 acres; No. 2,796, for 830 acres; No. 2,797, for 400 acres, were all patented to George T. Cotton, executer of John O'Bannon, on the 21st December, 1816.

Also, survey No. 2,961, 207 acres, on part of warrant No. 4,647;
3,616, for 365 acres, ditto, No. 1,921;
7,362, 100 acres, ditto, No. 5,941;
was patented to George T. Cotton, executor of John O'Bannon, on the 21st December, 1816. The assignment from Lawson to O'Bannon embraces the land contained in surveys Nos. 1,707, 2,794, 2,796, 2,797, and also that portion of survey No. 2,961, 3,616, 7,362, which is founded on part of warrant No. 1,921, to wit, 365 acres.

I certify, that Major John O'Bannon was the locator of my military lands, and that, by prior contract, was to have one-third of ten thousand acres for his services, and which has no relative connexion with an instrument of writing called a deed of trust.

Given under my hand, at the city of Richmond, the 27th of November, 1802.

RO. LAWSON.

Test:

J. BOOTWRIGHT.
C. MCALLISTER.

GENERAL LAND OFFICE.

I, James Whitcomb, Commissioner of the General Land Office, do hereby certify, that the foregoing is a true copy of a paper on file in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of the office to be affixed, at the city of Wash-
[SEAL.] ington, the 8th day of October, 1839.

JAS. WHITCOMB.

Entries, 1788, January 12. No. 1,704, withdrawn and entered in 308.

Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant, No. 1,921, on the waters of the Ohio, beginning at the northeast corner of Josiah Parker's entry, No. 1,703; running south 61 west, 500 poles; thence, south 29 west, at right angles, for quantity.

No. 1,705, withdrawn and entered in 309.

Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant, No. 1,921, on the waters of the Ohio, beginning at the northeast corner of his former entry, No. 1,704; running south 61 west, 500 poles; thence, north 29 east, at right angles, for quantity.

No. 1,706, withdrawn and entered in 309.

Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant No. 1,921, on the waters of the Ohio, beginning at the southeast corner of his former entry, No. 1,704; running south 61 west, 500 poles; thence, at right angles, south 29° east, for quantity.

No. 1,707, withdrawn, and entered in 373, in John O'Bannon's name, No. 1,707, 965 acres, S. v. d., 21 B.

Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant, No. 1,921, on the waters of the Ohio, beginning at the southeast corner of his former entry, No. 1,706; running south 61 west, 500 poles; thence, at right angles, south 29 east, for quantity.

1788, February 11th. No. 1,714, withdrawn, entered in the name of J. O'Bannon, folio 373. No. 2,794, 200 as.; 2,795, 240 as.; 2,796, 830 as.

Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant, No. 1,921, beginning at the north corner of Col. Richard K. Mead's entry, No. 1,663, running with his line, N. 45° E., 320 poles; thence, at right angles, N. 45° E., for quantity.

No. 1,715. S. v. d. 253 A.

Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant, No. 1,921, beginning at the east corner of Col. Richard K. Mead's entry, No. 1,663, and north corner to Mead's entry, No. 1,662, running S. 45° E., 320 poles; thence, at right angles, N. 45° E., for quantity.

No. 1,716. S. v. d. 252 A.

Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant, No. 1,921, on the waters of the Ohio, beginning at the east corner of Col. Richard K. Mead's entry, No. 1,662, and north corner to his, Mead's, entry, No. 1,664, running S. 45 E., 320 poles; thence, at right angles, N. 45 E., for quantity.

1788, February 11th. No. 1,717. Withdrawn; entered in name of J. O'Bannon, 373. No. 2,716, 830 as.; 2,797, 400 as.

Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant, No. 1,921, on the waters of the Ohio, beginning at the east corner of Col. Richard K. Mead's entry, No. 1,664, and north corner to Mead's entry, No. 1,665, running S. 45 E., 320 poles; thence, at right angles, N. 45 E., for quantity.

No. 1,718. Withdrawn and entered, 345.

Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant, No. 1,921, on the waters of the Ohio, beginning at the north corner of Tarlton Fleming's entry, No. 1,667, running, with his line, S. 45 E., 320 poles; thence, at right angles, N. 45° E., for quantity.

No. 1,719. Withdrawn and entered in 345.

Brigadier General Robert Lawson enters 1,000 acres of land, part of a military warrant, No. 1,921, on the waters of the Ohio, beginning at the east corner of Tarlton Fleming's entry, No. 1,667, and north corner to General Stephens' entry, No. 1,672, running, with Stephens' line, S. 45 E., 320 poles; thence, at right angles, N. 45 E., for quantity.

1793, January 11th. No. 1,704. Withdrawn, and entered in the name of N. Massie, folio 346. No. 2,532, acres 600, and No. 2,583, for 400 acres. S. V. 202, B.

Robert Lawson enters 1,000 acres, on part of a military warrant, No. 1,921, on the waters of Eagle creek, beginning in Thomas Hill's line of his entry, No. 798, 276 poles west from his southeast corner, running south 560 poles; thence, east from each end of said line, for quantity.

No. 1,705. Withdrawn, and entered in 309, in the name of Nathl. Massie. No. 2,463, acres 750, s. v. d. 57 B.; and No. 2,466, acres 1,250, 70 acs. s. v. d. in fo. 443; bal'ce s. v. d. 178, B.

Robert Lawson enters 1,000 acres, on part of a military warrant, No. 1,921, on the waters of Eagle creek, beginning at the southwest corner of his former entry, No. 1,704, running south 560 poles; thence, east from each end of said line, for quantity.

No. 1,706. Withdrawn; entered 309; name Nathl. Massie. No. 2,466; 1,250 acres; 70 acs. s. v. d.

Robert Lawson enters 1,000 acres, on part of a military warrant, No. 1,921, on the waters of Eagle creek, beginning at the southeast corner of his former entry, No. 1,705; running N. 560 poles; thence, east from each end of said line, for quantity.

1793, January 21st. No. 1,705. Withdrawn; entered in the name of N. Massie, folio 385.

Robert Lawson enters 1,000 acres, on part of a military warrant, No. 1,921, beginning at the northeast corner of his former entry, No. 1,704, running south 560 poles; thence, east from each end of said line, for quantity.

No. 1,706. Withdrawn, and entered in the name of Nathl. Massie, folio 335.

Robert Lawson enters 1,000 acres, on part of a military warrant, No. 1,921, beginning at the southeast corner of Thomas Hill's entry, No. 798, running north to Timothy Peyton's entry, No. 724; thence, east from each end of said line, for quantity.

1795, June 16. No. 2,532; 202 B.

Nathaniel Massie, assignee, enters 600 acres of land, on part of a military warrant, No. 1,921, on the north fork of Paint creek, begin-

ning at the lower back corner of said Massie's entry, No. 2,531; thence, S. 79 E., until it intersects the line of Nicholas Taliaferro's survey, No. 2,217, or the course thereof; thence, southerly with Taliaferro's line, to the corner of Francis Coleman's survey; thence, with his line, and from the beginning, with said Massie's line, S. 11 W., to the lower corner of Richard C. Anderson's survey; thence, with his line southerly, for quantity.

No. 2,533. 30 acres withdrawn, and entered 393. 58 B.

Nathaniel Massie, assignee, enters 400 acres of land on part of a military warrant, No. 1,921, on the Scioto, beginning at the upper corner on the river to Edward Carrington's survey, No. 489, thence running up the river, and from the beginning with Carrington's line, so far as will include the quantity between said line and the river.

1795, January 27th. No. 2,463. 57 B.

Nathaniel Massie, assignee, enters 750 acres of land on part of a military warrant, No. 1,921, on the Scioto, beginning at the lower corner of John T. Griffin's survey, No. 484, running down the river to the upper corner of John Wilson's entry, thence with his line, and from the beginning with Griffin's, for quantity.

No. 2,466. 70 acres withdrawn, entered in 343. 178 B. Svd. No. 3,104.

Nathaniel Massie, assignee, enters 1,250 acres of land, part of a military warrant, No. 1,921, on the south side of Paint creek, beginning at a hackberry and three sycamores on the bank of the creek, marked for a corner, five hundred and forty poles on a direct line below the lower corner of George Baylor's survey, No. 527; thence down the creek 700 poles on a straight line; thence S. 20 E., and from the beginning S 20 E., until a line parallel to the general course of the creek will include the quantity.

1796, August 26th. No. 1,707. 21 B.

John O'Bannon, assignee, enters 965 acres on part of a military warrant, No. 1,921, on the waters of Straight creek, beginning at the corner of John Tibb's survey, No. 1,982 and 1,635, and in the line of Robert Lawson's survey No. 2,523, running S. 27 E. 355 poles; thence N. 63 E. 320 poles; thence N. 27 W. 500 poles; thence S. 63 W. 244 poles; thence to the beginning.

No. 2,794. 185 C.

John O'Bannon, assignee, enters 200 acres of land on part of a military warrant No. 1,921, on the waters of Red Oak creek, beginning at the southeast corner of Jordan Harris' survey, No. 756, running south to the line of Walker Baylor's survey, No. 1,698; thence with his line northwestwardly to the line of James Williams' survey, No. 888; thence with his line east to the beginning.

No. 2,795. 393 C.

John O'Bannon, assignee, enters 240 acres of land on part of a military warrant, No. 1,921, on the waters of the Ohio, beginning at the

upper back corner of David Walker's entry, No. 1,348, running with his back line to the line of John Crawford's survey, No. 1,033; thence with Crawford's line east to Crawford's southeast corner; thence north to the line of James Williams' survey, No. 888; thence with his line east to the line of Walker Baylor's survey, No. 1,692; thence with Baylor's and Poage's lines, to the beginning.

No. 2,796. 254 B.

John O'Bannon, assignee, enters 830 acres of land on part of a military warrant, No. 1,921, on White Oak creek, beginning at lower back corner of John Roney's survey, No. 919, in the line of Robert C. Jacob's survey, No. 1,649, running with Roney's back line to the line of Henry Heth's survey, No. 1,317; thence with Heth's line to his northwest corner; thence with the line of Samuel Hawe's survey, so far that a line south 12 west will include the quantity.

No. 2,797. 307 B.

John O'Bannon, assignee, enters 400 acres of land on part of a military warrant No. 1,921, on the waters of the Ohio, beginning at the upper back corner of Mace Clement's survey No. 386, running with his back line north 44 west, to the corner of Isham Keith's entry No. 1,702; thence at right angles, north 46 east, for quantity.

1795, April 20. No. 2,523. 496.

Robert Lawson enters 2,000 acres of land on part of a military warrant No. 1,921, on White Oak creek, and the waters of Straight creek, beginning at the northwest corner of James Curry's survey, No. 1,397; thence east 400 poles, thence south 400 poles, thence east 200 poles, thence north 800 poles, thence west at right angles for quantity.

1797, June 13th. No. 3,083. Withdrawn; entered, 129 C.

Nathaniel Massie, assignee, enters 30 acres of land on part of a military warrant, No. 1,921, on the Scioto river, beginning at 3 ironwoods and a sugar tree, corner to Robert Powell's survey, No. 503, on the river; thence with his line, south 30 east, 170 poles; thence up the river, to the beginning.

1799, March 14. No. 3,604. 271 B.

Nathaniel Massie, assignee, enters 1,000 acres of land on part of two military warrants, No. 1,921 and 3,809 on the Scioto, beginning at the southeast corner of William Lawson's survey, No. 1,260, running with his line northwardly; thence from the beginning, down Indian creek. to the Scioto; thence up the river for quantity.

1829, Dec'r 16. No. 3,033. 271, D. Withdrawn; entered in 13,279, fo. 161.

Nathaniel Massie, assignee, enters 30 acres of land on part of a military warrant, No. 1,921, on the waters of Paint creek, to include the vacant land between surveys No. 3,720, 3,921, 8,731, and 8,733.

1832, February 3d, No. 13,279. 149 a, s. v. 451, D. 204 acres, s. v. 380, D. 15 a, wt. No. 1,141 wd. En't for R. Cooper, pa. 170. 55 a. s. v. 456, D. Withdrawn, and entered 263.

Cadwallader Wallace, Nathaniel Massie, and Joseph Tagart, and

Edward Gray, and Robert Taylor, assignees, enters 219 acres of land, as follows: Wallace, 47 acres on part of two military warrants, 22 acres on No. 3,879, and 25 acres on No. 6,720; Massie, 117 acres on parts of four warrants, 22 acres on No. 4,087, 50 acres on No. 3,477, 15 acres on No. 1,141, and 30 acres on No. 1,931; and Tagart, and Gray, and Taylor, 55 acres on part of warrant No. 5,510, on the waters of the Scioto, to include the vacant land between the surveys No. 2,456, No. 12,234, and 12,601, and 13,168, &c., to adjoin entry 13,248 on the south, and from the southwest corner thereof, to run south, until a line south 62½ east, will include the quantity.

Surveyor's Office for the Va. Mil. Dist. in the State of Ohio.

I, W. Marshall Anderson, surveyor of said district, do certify, that the foregoing entries are truly copied from the records of my office.

Given under my hand and seal of office, in the city of Chillicothe, this 20th day of November, 1839, and 64th year of the in-
[SEAL.] dependence of the United States.

W. MARSHALL ANDERSON.

This indenture, of three parts, made this fourth day of June, 1794, between Robert Lawson, of the county of Fayette, of the first part, and Sarah, his wife, of the second part, and James Speed, George Thompson, Joseph Crockett, and George Nicholas, of the third part:

Whereas, by an indenture of three parts, bearing date the 28th day of April, 1794, made and executed between the said Robert Lawson of the first part, and the said Sarah of the second part, and George Nicholas of the third part, it was mutually agreed between the said Robert and Sarah, for the several reasons, considerations, and covenants therein expressed, that they should thenceforward live separate and apart from each other; that the said Sarah should be at full liberty to reside in such place or places as she might think proper, in the same manner as she might have done if she had been a feme sole, and that the said Sarah should be at full liberty to take with her their daughter America Lawson, and their son Columbus Lawson, and have the sole care, direction, and management of the said America, and also of the said Columbus, until he should arrive at the age of ten years.

And whereas, at the special instance and request of the said Robert Lawson, the said Sarah has consented again to live and cohabit with the said Robert Lawson, and the said Sarah and George have consented to release and discharge the said Robert from his covenants contained in the said above mentioned deed. Now, this indenture witnesseth, that the Robert Lawson, as well for and in consideration of the said Sarah's consenting again to live and cohabit with him, the said Robert, as also in consideration of the said Sarah and George consenting to release him from his covenants contained in the said deed, and also in consideration of the sum of five shillings to him, the said Robert, in hand paid by the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, the receipt whereof the said Robert Lawson doth hereby acknowledge, and them thereof forever acquit and dis-

charge, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, and the survivors and survivor of them, the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, and their heirs, executors, and administrators, and assigns of them, their survivors and survivor, one hundred and fifty acres of land, situate in the county of Fayette, being the land on which the said Robert now lives; also, two thousand acres of military land, situate on White Oak creek, on the northwest of the Ohio, being the land mentioned in the first entry made for the said Robert on the surveyor's books; also, his right and title to a tract or parcel of land, situate on Sweat House creek, in the county of Amelia, and State of Virginia, being the land on which Elizabeth Jackson now lives; also, five thousand acres of land on the northwest of the Ohio, being part of the land obtained by the said Robert for his military services, being part of ten thousand acres, which have been laid off into lots of one thousand acres each, and being the last entries made in the name of the said Robert in the office of the surveyor for the continental line; also the following slaves to wit, Trim, Milly, Jean, and Mira, and their future increase, and also the whole of the household and kitchen furniture of which the said Robert is now possessed.

To have and to hold the above mentioned lands, slaves, and personal property to them, the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, their heirs and assigns forever, and to the survivors and survivor of them, the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, their heirs and assigns forever. Nevertheless, to, for, and upon the trusts and purposes hereinafter expressed and declared, of and concerning the same, that is to say, upon this special trust, that they, the said trustees, James Speed, George Thompson, Joseph Crockett, and George Nicholas, and the survivors and survivor of them, their heirs or assigns, shall permit the said Robert and Sarah Lawson, so long as they shall cohabit together, and the said Robert Lawson, if he should survive the said Sarah, and the said Sarah, if she should again separate from the said Robert, or survive the said Robert, to use, occupy, possess, and enjoy, during their natural lives, and the life of the survivor, under the exceptions above stated, the one hundred and fifty acres of land, situate in Fayette, the slaves, and the household and kitchen furniture above mentioned; that they will also convey the said one hundred and fifty acres of land to either of the sons of the marriage that may be alive at the death of the said Sarah, to whom she may appoint the same to be conveyed, by any instrument of writing, under her hand, and attested by one witness, subject to the life estate therein of the said Robert, as above mentioned; that they will also convey to America Lawson, upon her attaining the age of twenty-one, or her marriage, the negro woman Mira and her increase, and such of the household and kitchen furniture as the said Sarah shall direct, and also the tract of land in Amelia county above mentioned, to the said America and her heirs forever; that they will also,

after the death of the said Robert and Sarah, convey and deliver to the children of said marriage, who shall be then living, such of the slaves and personal property above mentioned, as shall be left at that time to be equally divided between the said children, and the legal representatives of those who may be dead at that time, charging the said America with the slaves and personal property which she may receive as above directed; that they will also convey the two thousand acres of land on White Oak creek above mentioned, to either of the sons of the marriage, to whom the said Sarah shall direct the same to be conveyed, in the manner above directed, for the one hundred and fifty acres of land situate in Fayette, unless the said trustees, the survivors or survivor of them, shall judge it proper, at any time, to dispose of any part of the said two thousand acres of land for the benefit and immediate use of the family of the said Robert and Sarah; in which case, they shall have full power to dispose of any part or parts thereof, in any manner, and to apply the proceeds thereof for the benefit of the said family, in any way, that they may judge most proper; and they will also convey to America Lawson, and her heirs, one thousand acres; to John *Price* Lawson, and his heirs, two thousand acres; and to Columbus Lawson, and his heirs, two thousand acres, of the five thousand acres of land above mentioned.

And the said Robert Lawson, for himself, his heirs, executors, and administrators, doth hereby covenant to, and agree with, the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, their heirs and assigns, that he will, whenever thereunto reasonably requested, make any other and further assurances in law, which may be necessary to carry the true intention and meaning of this deed fully into effect, as well touching the lands, slaves, and personal property above mentioned, as also respecting the covenants hereinafter made by the said Robert.

And the said Robert doth also further covenant, to and with the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, and their heirs, that he will at no time hereafter offer any personal violence or injury to the said Sarah, and that he will abstain from the intemperate use of every kind of spirituous liquor; and that if he should, at any time hereafter, again offer any personal violence or injury to the said Sarah, that the said trustees, or any of them, shall have full power and authority to dispossess him, the said Robert, of the one hundred and fifty acres of land, situate in Fayette, and of the slaves and personal property above mentioned, and the same to deliver to the said Sarah, to be by her used, possessed, and enjoyed, in the same manner as she would have a right to use, possess, and enjoy them under this deed, if the said Robert Lawson had actually departed this life.

And the said Robert Lawson doth also further covenant, to and with the said trustees and their heirs, that if he shall, at any time, again offer any personal violence or injury to the said Sarah, or betake himself to the intemperate use of spirituous liquor, that the said Sarah shall be at full liberty to depart from him, and to live separate from him, and to carry and keep with her the above named America and Columbus

Lawson, in as full and ample a manner as she could or might have done under the deed of the 28th day of April above mentioned.

And the said Sarah and George Nicholas do hereby release and acquit the said Robert of all the covenants and agreements contained in the said deed of the 28th of April, which are inconsistent and incompatible with the true intent and meaning of this deed: Provided, always, that the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, shall only be answerable for wilful misconduct, in the execution of the trust hereby reposed in them, and that neither of them shall be answerable for the misconduct of either of the other trustees: Provided, also, that the trusts and powers hereby reposed in them, shall cease and be at an end as soon as the purposes for which the same were created and given shall have ceased and be ended.

In witness whereof, the parties hereto have set their hands and affixed their seals, the day and year above written.

(Signed) ROBERT LAWSON, [SEAL.]
SARAH LAWSON, [SEAL.]
JAS. SPEED, [SEAL.]
GEORGE THOMPSON, [SEAL.]
By Geo. Nicholas, his att'y in fact.
GEORGE NICHOLAS, [SEAL.]
JOSEPH CROCKETT. [SEAL.]

Signed, sealed, acknowledged, and delivered in presence of—
Test:—(Signed)
THOS. STUART,
N. NELSON,
HY. SPEED,
ROBT. NICHOLAS.

A true copy from the original.
(Signed) LEVI TODD, *Clk. of F. C.*

I do hereby certify, that Levi Todd, whose name is hereto subscribed, is clerk of said court, and due faith and credit should be given to his official acts.

(Signed) WALKER CARR,
Presiding Justice of Fayette county.

To all to whom these presents shall come, greeting:

I certify, that the annexed writing, on ten pages, is a true copy of an authentic copy of a deed of trust lodged in my office by Joshua Lewis, duly compared and examined.

In faith whereof, I, James Madison, Secretary for the State Department of the United States of America, have signed these presents, and caused the seal of my office to be affixed hereto, at [SEAL.] the city of Washington, this third day of April, A. D. 1806, and in the thirtieth year of the independence of the said States.

JAMES MADISON.

Know all men by these presents, that we, Joshua Lewis, and Llewellyn C. Gareffith, are held, and firmly bound, unto his excellency James Garrard, esq., governor of Kentucky, in the sum of fifty pounds current money, well and truly to be paid unto the said governor, and his successors; we bind ourselves, our heirs, &c., jointly and severally, firmly by these presents. Sealed with our seals, and dated this 23d day of Dec'r, 1797.

The condition of the above obligation is such, that whereas there is a marriage shortly intended between the above bound Joshua and America Lawson, for which a license has been issued; now, if there be no lawful cause to obstruct said marriage, then this obligation to be void.

JOSHUA LEWIS, [SEAL.]
LLEWELLYN C. GAREFFITH.
C. WING.

Which license was issued directed to any minister of the Gospel, or justice of the peace, legally authorized to solemnize the rites of marriage; and afterwards John Mason, a legally authorized minister of the Gospel, made the following return, to wit:

"JANUARY 22, 1799.

SIR: You will please to record the marriages mentioned in this; they ought to have been returned sooner; but, from time to time, I have neglected, hoping to find a better opportunity—they are as follows:

Oct'r 20th, 1796, Wm. Jenkins and Elizabeth Nancy Belless.
May 18th, 1797, Jacob Fry and Elizabeth Smith.
Dec'r 23d, 1797, Joshua Lewis and America Lawson.
Jan'y 33d, 1798, Rich'd Davenport and Elizabeth Tadlock.
" 25th, " Chs. Ford and Elizabeth Richardson.
Feb'y 8, 1798, William Smith and Jenny McRoberts.
Oct. 5, 1798, Nathan Dungan and Lucy Jones.
Nov. 29, 1798, John Haffman and Tabby Strawther Brown.
Dec'r 20, 1798, Joseph Dismaker and Elizabeth Allen Shetton.

I am, with due respect, yours, &c.,
JOHN MASON."

Which said return of John Mason, as above, was duly recorded in my office, according to the laws of Kentucky, in such cases made and provided.

State of Kentucky, Mercer county, sct:

I, Thomas Allen, clerk of the court for the county aforesaid, do certify, that the foregoing is a true copy of the marriage bond and return of marriage of Joshua Lewis and America Lawson, as the same remains on record and file in my office.

In testimony whereof, I have hereunto set my hand and seal of office, this 27th day of July, 1841.

THO. ALLEN.

State of Kentucky, Mercer county, sct:

I, Peter Jordan, presiding justice of the Mercer county court, do cer-

tify, that Thomas Allen, whose name is subscribed to the foregoing certificate, is clerk of the court for the county afor'd; and that his said certificate is in due form of law.

Given under my hand, this 14th day of August, 1841,

PETER JORDAN, *J. P.* [SEAL.]

The laws of Kentucky *does* not require the license to be returned, but that the minister should return a certificate, a copy of which I have sent you.

TH. ALLEN, *Cl'k.*

This indenture of three parts, made this fourth day of June, one thousand seven hundred and ninety-four, between Robert Lawson, of the county of Fayette, of the first part, and Sarah, his wife, of the second part, and James Speed, George Thompson, Joseph Crockett, and George Nicholas, of the third part; whereas, by an indenture of three parts, bearing date the 28th day of June, 1794, made and executed between the said Robert Lawson of the first part, and the said Sarah of the second part, and the said George Nicholas of the third part, it was mutually agreed, between the said Robert and Sarah, for the several reasons, considerations, and covenants therein expressed, that they should thenceforward live separate and apart from each other; that the said Sarah shall be at full liberty to reside in such place or places as she might think proper, in the same manner as she might have done if she had been a feme sole; and that the said Sarah should be at full liberty to take with her their daughter America, and their son Columbus Lawson, until he should arrive at the age of ten years; and whereas, at the special *interest* and request of the said Robert, the said Sarah has consented again to live and cohabit with the said Robert Lawson; and the said Sarah and George have consented to release and discharge the said Robert from his covenants contained in the above mentioned deed. Now, this indenture witnesseth, that the said Robert Lawson, as well for and in consideration of the said Sarah's again consenting to live and cohabit with him, the said Robert, as also in consideration of the said Sarah and George consenting to release him from his covenants contained in the said deed, and also in consideration of the sum of five shillings, to him, the said Robert, in hand paid by the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, the receipt whereof the said Robert Lawson doth hereby acknowledge, and them thereof doth forever acquit and discharge, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said Joseph Crockett, James Speed, George Thompson, and George Nicholas, and to the heirs, executors, administrators, and assigns of them, their survivers and surviver, one hundred and fifty acres of land, situate in the county of Fayette, being the land on which the said Robert now lives; also, two thousand acres of military land, situate on White Oak creek, on the northwest side of the Ohio, being the land mentioned in the first entry made for the said Robert on the surveyor's books; also, his right and title to a tract, or parcel of land, situate on Sweat House creek, in the county of Amelia, and State of Virginia, be-

ing the land on which Elizabeth Jackson now lives; also, five thousand acres of land on the northwest side of the Ohio, being part of the land obtained by the said Robert for his military services, being part of ten thousand acres which have been laid off in lots of one thousand acres each, and being the last entries made in the name of the said Robert, in the office of the surveyor for the continental line; also, the following slaves, to wit: Trim, Milly, Jean, and Mira, and their future increase; also, the whole of the household and kitchen furniture of which the said Robert is now possessed. To have and to hold the above mentioned lands, slaves, and personal property, to them, the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, their heirs and assigns, forever. Nevertheless, to, for, and upon the trusts, interests, and purposes, hereinafter mentioned, expressed and declared, of and concerning the same; that is to say, upon this trust, that they, the said trustees, the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, and the survivors and survivor of them, their heirs and assigns, shall permit the said Robert and Sarah Lawson, so long as they shall cohabit together, and the said Robert if he should survive the said Sarah, and the said Sarah if she should again separate from the said Robert, or survive the said Robert, to use, occupy, possess, and enjoy, during their natural lives, and the life of the survivor, under the exceptions above stated, the one hundred and fifty acres of land, situate in the county of Fayette, the slaves, and the household and kitchen furniture above mentioned; that they will also convey the said one hundred and fifty acres of land to either of the sons of the marriage that may be alive at the death of the said Sarah, to whom she may appoint the same to be conveyed by any instrument of writing under her hand, and attested by one witness, subject to the life estate of the said Robert as above mentioned; that they will also convey to America Lawson, upon her attaining the age of twenty-one, or her marriage the negro woman Mira, and her increase, and such of the household and kitchen furniture as the said Sarah shall direct, and also the tract of land in Amelia county, above mentioned, to the said America and her heirs forever; that they will also, after the death of the said Robert and Sarah, convey and deliver to the children of said marriage, as shall be then living, such of the slaves and personal property above mentioned, as shall be left at that time, to be equally divided between the said children, and the legal representatives of those who may be dead at that time, charging the said America with the slaves and personal property which she may receive, as above directed; that they will also convey the two thousand acres of land on White Oak creek above mentioned, to either of the sons of the marriage to whom the said Sarah shall direct the same to be conveyed, in the manner above directed for the one hundred and fifty acres of land situate in Fayette, unless the said trustees, the survivors or survivor of them, shall judge it proper at any time to dispose of any part or parts of the said two thousand acres of land for the benefit and immediate use of the family of the said Robert and Sarah; in which case they shall have full power to dispose of any part or parts

thereof, in any manner, and to apply the proceeds thereof for the benefit of the said family in any way, they may judge most proper; and they will also convey to America Lawson, and her heirs, one thousand acres; to John P. Lawson, and his heirs, two thousand acres; and to Columbus Lawson, and his heirs, two thousand acres, of the five thousand acres of land above mentioned. And the said Robert Lawson, for himself, his heirs, executors, and administrators, doth hereby covenant to, and agree with, the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, their heirs and assigns, that he will, whenever thereunto reasonably requested, make any other and further assurances which may be necessary to carry the true intention and meaning of this deed fully into effect, as well touching the lands, slaves, and personal property above mentioned; as also respecting the covenants hereinafter made by the said Robert; and the said Robert doth further covenant to, and agree with, the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, and their heirs, that he will at no time hereafter offer any personal violence or injury to the said Sarah, and that he will abstain from the intemperate use of every kind of spirituous liquor; and that if he should at any time hereafter again offer any personal violence or injury to the said Sarah, that the said trustees, or any of them, shall have full power and authority to dispossess him, the said Robert, of the one hundred and fifty acres of land situate in Fayette, and the slaves and personal property above mentioned, and the same to deliver to the said Sarah, to be by her used, possessed, and enjoyed, in the same manner as she would have a right to use, possess, and enjoy them under this deed, if the said Robert had actually departed this life. And the said Robert Lawson doth also further covenant to, and agree with, the said trustees, and their heirs, that if he shall again, at any time hereafter, offer any personal violence or injury to the said Sarah, or betake himself to the intemperate use of spirituous liquor, that the said Sarah shall be at full liberty to depart from him, and live separate from him, and to carry and keep with her the above named America and Columbus Lawson, in as full and ample a manner as she could or might have done under the deed of the 28th day of April above mentioned; and the said Sarah and George Nicholas do hereby acquit and release the said Robert of all the covenants contained in the said deed of the 28th of April, which are inconsistent and incompatible with the true meaning and intent of this deed. Provided always, that the said James Speed, George Thompson, Joseph Crockett, and George Nicholas, shall only be answerable for wilful misconduct in the execution of the trust hereby reposed in them, and that neither of them shall be answerable for the misconduct of either of the other trustees. Provided also, that the trusts and powers reposed in them shall cease and be at an end as soon as the purposes for which the same were created and given shall cease and be ended.

In witness whereof, the parties have hereunto set their hands and affixed their seals, the day and year above written. (A copy.)

21st May, 1794.

DEAR AMERICA: If it were possible to add to the severity of my grief, it is your mother's sending for Columbus, who was the only comfort I had in this place; she well knows that no parent ever shew'd more affection for his children, or more solicitude for their welfare; I desire you to obtain her permission to return with your brother, and weave out the web which you left in the loom, and which, if not speedily woven, must go to ruin; you well know the long time spent preparing of it, and how much it is wanting here. I have provided you and your mother with good and suffit. apparel from time to time, but she well knows that I have neglected provision for myself, in this respect, to provide for both of you; I have neither a summer jacket or breeches; I have only one pair of thread stockings, going fast to decay; no one to mend my few old shirts, or anything else. Is this a situation in which you wish to see your father in? or have you, too, withdrawn your affection from him? Remember the commandments of God, in this as well as in other instances, which deeply concern you both; Colo. Thompson, I doubt not, made known yesterday, what I hesitate not to call, my generous proposals to your mother, than which nothing could be more so; and had I not the most fervent affection for her, it could not be imagined I would place so much in her power; I solemnly protest before Almighty God, that if she will return and relieve my distracted heart, that I will in every respect literally comply with them; she certainly knows that she is at liberty to write to me; why not do so? Surely this does not correspond with her repeated assurance of unalterable affection for me; if I have done an indiscreet act, I have not done a criminal one. If your mother, contrary to my expectations, refuses to let you come and weave the cloth, you will then not fail to write me by Jack; my warmest affection towards her, prompts me to pray that God will not suffer to harden her heart towards me, her affectionate husband, as well as your affectionate parent. RO. LAWSON.

AMERICA LAWSON, *by her brother.*

Surveyor's office, for the Virginia military district, within the State of Ohio.

I, W. Marshal Anderson, surveyor of said district, do certify, that there is no evidence on file in this office showing who were the locators of the following entries, to wit: "No. 1705, of 1,000 acres, in the name of Robert Lawson, made on the 12th January, 1788, No. 1714, No. 1715, No. 1716, No. 1717, No. 1718, and No. 1719, for one thousand acres each, in the name of said Lawson, made on the 11th day of January, 1793; also entries, No. 1705, and 1706, for one thousand acres each, in the name of said Lawson, made on the 21st day of January, 1793.

Given under my hand and seal of office, at Chilicothe, this 25th day of December, 1841, and the 66th year of independence of [SEAL.] the United States.

W. MARSHALL ANDERSON.

No. 1704. General Lawson enters 1,000 acres of land, part of a military warrant, No. 1921, on the waters of the Ohio, beginning at the northeast corner of Joseph Parker's entry, No. 1703, running S. 61 W., 500 poles; thence, S. 29 W., at right angles, for quantity.

JOHN O'BANNON.

No. 1706. General Robert Lawson enters 1,000 acres of land, part of a military warrant No. 1921, on the waters of the Ohio, beginning at the SE. corner of his former entry, No. 1704, running S. 61 W., 500 poles; thence, at right angles, S. 29 E., for quantity.

JOHN O'BANNON.

General Robert Lawson enters 1,000 acres of part of a military warrant, No. 1921, on the Ohio, beginning at the SE. corner of his former entry, No. 1706, running S. 61 W., 500 poles; thence, at right angles, S. 29 E., for quantity.

JOHN O'BANNON.

Surveyor's office, Virginia military district, within the State of Ohio.

I, W. Marshal Anderson, surveyor of said military district, do certify, that the above is a correct copy from the old file of entries returned to this office.

Given under my hand and seal of office, at Chillicothe, this 25th day of December, 1841, and the 66th year of the independence of [SEAL.] the United States.

W. MARSHAL ANDERSON.

This indenture, made this 28th day June, in the year of our Lord one thousand eight hundred and forty-one, between Samuel McConaughy, and Mary McConaughy, his wife, of the county of Brown, and State of Ohio, of the one part, and Samuel King, of the county and State aforesaid, of the other part, witnesseth: that the said Samuel McConaughy, and Mary, his wife, for and in consideration of the sum of one dollar, to them in hand paid, the receipt whereof is hereby acknowledged, have bargained, released, and quit claimed, and by these presents do bargain and sell, release and quit claim, unto the said Samuel King, and to his heirs, forever, all the following described piece or parcel of land, lying and being in Brown county, Ohio, on the waters of Straight creek, bounded as follows: beginning at a buckeye and sugar tree, south corner in William King's line; thence, N. 27° W., 176½ poles, to a hickory, beech, and white ash; thence, N. 63 E., 63 poles, to a stake and two beech pointers; thence, S. 27 E., 120 poles, to a stake, S. 43° E., 6 poles, to a stake, S. 63 W., 8 poles, to the beginning, containing 73 acres 110 poles, more or less; and all estate, right, title, interest, or demand of the said Samuel McConaughy, and Mary, his wife, or their heirs, of, in, or to the premises aforesaid, unto the said Samuel King and his heirs, forever, is hereby released, and forever quit claimed by the said Samuel McConaughy, and Mary, his wife.

In testimony whereof, they have hereto set their hands and seals the day and date above written.

SAMUEL McCONAUGHY, [SEAL.]
MARY McCONAUGHY. [SEAL.]

Attest: J. H. KING,
ABSALOM KING.

The State of Ohio, Brown county, ss:

Before me, one of the justices of the peace in and for Brown county aforesaid, personally came Samuel McConaughy and Mary McConaughy, his wife, the above grantors, and acknowledged their signatures to the foregoing to be their voluntary act and deed for the purposes therein expressed; and the said Mary McConaughy having been by me examined separate and apart from her husband, and informed of the contents of the foregoing, acknowledged that she signed the same of her own free will and accord, and without any restaint from her husband.

Given under my hand and seal, this 28th day of June, 1841.

JAS. H. KING, *J. P.* [SEAL.]

"Entered for record June 30th, 1841, and recorded on the same day, in book of deeds S, No. 18, page 275.

DAVID CRAWFORD,
Recorder, Brown county, Ohio.

This indenture, made this seventh day of June, in the year of our Lord eighteen hundred and five, between Philip Buckner, and Tabie, his wife, of the county of Bracken, and State of Kentucky, of the one part, and John Philip Shingle, of the county of Clermont, and State of Ohio, of the other part, witnesseth: that the said Philip and Tabie, for and in consideration of six hundred dollars, to them in hand well and truly paid by the said John P. Shingle, the receipt whereof is hereby acknowledged, have granted and sold, and by these presents do grant, bargain, sell, and convey, unto the said John P. Shingle, his heirs and assigns, one certain tract or parcel of land, lying in the county of Clermont, and State of Ohio aforesaid, part of a military survey, entered in the name of Robert Lawson, No. 1921, on the waters of Bull Skin creek: beginning at the south corner of the original survey, sugar tree, beech, and dogwood; from thence, with the original line, north forty-five degrees west, one hundred fifty-eight poles, to white oak and dogwood; thence, north forty-five degrees east, three hundred and four poles, to two beeches and sugar trees; thence, south forty-five degrees east, one hundred and sixty poles, to a stake, in the line of the original survey, and with a line of the same, to the place of beginning; being laid off for, and containing, three hundred acres. To have and to hold the aforesaid tract or parcel of land, with all and singular the appurtenances thereunto belonging, or in any wise appertaining, to the only benefit, use, and behoof of him, the said John P. Shingle, his heirs and assigns, forever; and the said Philip and Tabie, for themselves and their heirs, shall and will warrant and forever defend the aforesaid tract or parcel of

land unto the said John P. Shingle, his heirs and assigns, from all lawful claim or claims of any person or persons whomsoever.

In testimony whereof, they have hereunto set their hands and seals the day date above written.

PHILIP BUCKNER, [SEAL.]
TABIE BUCKNER. [SEAL.]

The State of Kentucky, Bracken county, sc:

I, John Blanchard, clerk of the county court of Bracken aforesaid, authorized by law to receive the acknowledgment of, and admit to record in my office, deeds and other writings, do certify, that the foregoing indenture of bargain and sale from Philip Buckner and ux. to John Philip Shingle, was produced in my office by the said Philip Buckner, a party thereto, by him acknowledged according to law, and is *their* duly recorded.

In testimony whereof, I have hereunto set my hand and affixed my official seal, the seventh day of June, 1805.

[SEAL] JOHN BLANCHARD.

State of Kentucky, Bracken county, sc:

I do certify, that Tabie, wife of the within named Philip Buckner, came personally before me, and being examined separate and apart from the said Philip, her husband, did freely and voluntarily, without his threats or persuasions, acknowledge this indenture, relinquish her right of dower to the premises therein contained, and desired that the same might be recorded.

In witness whereof, I have hereunto set my hand and affixed my seal of office, the 7th day of June, 1805.

[SEAL] JOHN BLANCHARD.

Pleas held at the court-house in Georgetown, in the county of Brown, and State of Ohio, before the honorable George P. Torrence, president judge of the ninth judicial circuit of the State of Ohio, William Anderson, James Finley, and Robert Breckenridge, esquires, associate judges of the court of common pleas within and for the county of Brown aforesaid, on the 8th day of November, in the year of our Lord one thousand eight hundred and twenty-seven, being the fifty-second year of the independence of the United States of America, and in the twenty-sixth year of the state of Ohio ———, Absalom King and Margaret King, his wife, late Margaret McIlhenny, vs. James Wilson, and Martha, his wife, late Martha McIlhenny, William Harra, and Nancy, his wife, late Nancy McIlhenny, David Torrence, and Jane, his wife, late Jane McIlhenny, Robert McIlhenny, Victor King McIlhenny, Samuel McIlhenny, Hugh McIlhenny, and John McIlhenny, heirs of James McIlhenny, deceased. Petition for partition.

Brown county, ss:

Be it remembered, that heretofore, to wit, on the second day of Feb-

ruary, in the year of our Lord one thousand eight hundred and twenty-seven, the plaintiff, by John S. Wills, esquire, his attorney, produced and filed in the clerk's office his certain petition, which is in the words following, to wit:

To the honorable the court of common pleas for the county of Brown:

The petition of Absalom King, and Margaret, his wife, late Margaret McIlhenny, sister of the whole blood of James McIlheny, deceased, humbly shew, that James McIlhenny, brother of the aforesaid Margaret King, being a single man, died intestate in the year one thousand eight hundred and twenty-six, seized and possessed in fee simple of seventy-three acres and one hundred and ten poles of land, lying and being in the county of Brown aforesaid, and bounded and described as follows: beginning at a buckeye and sugar tree, south corner in William King's line; thence, north 27 degrees west, one hundred and seventy-six and one-half poles, to a hickory, beech, and white oak; thence, north 63 degrees east, sixty-three poles, to a stake and two beech pointers; thence, south 27 degrees east, one hundred and twenty poles, to a stake; thence, south 43 degrees east, sixty poles, to a stake; thence, south 63 degrees west, eighty poles, to the place of beginning. That by the death of the said James McIlheny, Martha Wilson, late Martha McIlheny, wife of James Wilson, Nancy Harra, late Nancy McIlheny, wife of William Harra, Jane Torrence, late Jane McIlheny, wife of David Torrence, Robert McIlheny, Victor King McIlheny, Samuel McIlheny, William McIlheny, Hugh McIlheny, and John McIlheny, whose place of residence is unknown to your petitioner, claims the aforesaid described tract of land as tenants in coparcenary with your petitioner; all of whom your petitioners pray may be made defendants to this petition, together with the said James Wilson, William Harra, and David Torrence, husbands, as here charged.

Your petitioners further show, that the land aforesaid remains undivided between your petitioners and the several defendants; wherefore, and by authority of the act entitled "an act to provide for the *petition* of real estate," your petitioners pray your honors to order partition of the aforesaid land to be made, and that you will cause your writ to issue to the sheriff of the county of Brown aforesaid, commanding him to take, by the oaths of three judicious and disinterested freeholders of the vicinity of said land, by you chosen, who are not of kin to these parties, to set off and divide to your petitioners their part or portion of the land here before described, or to make such other and further report in the premises as come within their authority; and your petitioners will ever pray, &c. Absalom King and Margaret, his wife, by

JOHN S. WILLS, *their att'y.*

January 30, 1827.

And whereas, afterwards, to wit, at April term, in the year of our Lord one thousand eight hundred and twenty-seven, came the petitioners, by their counsel, and the court being satisfied that notice of the

pendency of this petition has been duly published, do order that a writ of partition issue to the sheriff, commanding him that, by the oaths of James W. Campbell, Abel Reese, and William Moore, he cause the lands in the partition mentioned to be divided according to the prayer thereof, if the same can be divided without prejudice to the same; and that report be made to this court at the next July term, until which time this cause was continued; and the same day given the parties aforesaid, at the same place.

And whereas, afterwards, to wit, on the thirty-first day of May, in the year of our Lord one thousand eight hundred and twenty-seven, a writ of partition issued, directed to the sheriff of Brown county, in the words following, to wit:

The State of Ohio, Brown county, ss:

To the sheriff of Brown county, greeting:

You are hereby commanded, that by the oaths of James W. Campbell, Abel Reese, and William Moore, (appointed by the court for that purpose,) you cause to be set off and divided, unto Absalom King, and Margaret, his wife, late Margaret McIlheny, one-tenth part of the following described tract of land, in point of quantity and quality: beginning at a buckeye and sugar tree, south corner in William King's line; thence, north 27 west, 176½ poles, to a hickory, buckeye, and white ash; thence, north 63 east, 63 poles, to a stake and two beech pointers; thence, south 27° east, 120 poles, to a stake; thence, south 43° east, 60 poles, to a stake; thence, south 63 west, 80 poles, to the place of beginning; containing seventy-three acres and one hundred and ten poles; being the lands and premises described in a petition for partition now pending in the court of common pleas for said county, wherein Absalom King and wife are demandants, and James Wilson, and Martha, his wife, William Harra, and Nancy, his wife, David Torrence, and Jane, his wife, Robert McIlheny, Victor King McIlheny, Samuel McIlheny, William McIlheny, Hugh McIlheny, and John McIlheny, are defendants; and if, in the opinion of the said James W. Campbell, Abel Reese, and William Moore, the lands and premises cannot be divided or partitioned without prejudice to or spoiling the whole, then they shall make out a just valuation and appraisement of the same, and make report of their proceedings to this court, at their next July term.

Witness, the honorable George P. Torrence, president judge of our said court, at the court house, this 31st day of May, A. D. 1827.

WILLIAM SHEPHERD, *Clerk*.

And the sheriff of Brown county, to whom the said writ was directed, returned the same on the first day of the next succeeding term, with the following report of the freeholders therein named, to wit:

State of Ohio, Brown county:

Agreeably to the order of the court of common pleas for said county, to us directed, we proceeded to view a tract of land described in said

order, to set off and divide, unto Absalom King, and Margaret, his wife, late Margaret McIlheny, one-tenth part, which we think cannot be set off or divided without very great injury to the balance; and, believing it cannot be set off or divided, we are of opinion that said land is worth $5 50 per acre, being 73 acres 110 poles, amounting to $408 05 cents.

JAMES W. CAMPBELL,
WM. MOORE,
ABEL REESE.

JUNE 20th, 1827.

And whereas, afterwards, to wit, at the July term, in the year last aforesaid, came the petitioners, by their attorney aforesaid, and the commissioners appointed at the last term to make partition having made report, that the lands and tenements in the petition mentioned could not be partitioned without prejudice to, or spoiling, the same, and no one of the heirs electing to take the said land at its appraised value, the court do therefore order, adjudge, and decree, that James Loudon, esq., sheriff of Brown county, proceed to advertise and sell the said lands and premises, in said petition and proceedings mentioned, for one-third part of the purchase money in hand, one-third part in one year, and the balance in two years, requiring bond and good security for the two last payments, and that report be made to this court at their next November term, until which time this cause is continued; and the same day given the parties aforesaid, at the same place. And now, on this day, that is to say, on the 8th day of November, in the year of our Lord one thousand eight hundred and twenty-seven, came the petitioners, by their counsel, and the sheriff having made report in the words following, to wit: "In pursuance of an order of the court of common pleas of Brown county, marked Exhibit (A,) I proceeded, on the 24th day of September last, to advertise the lands in the bill mentioned, by publication in the Western Argus, a newspaper printed in Georgetown, in the county aforesaid, a copy of which publication, marked Exhibit (B,) is herewith shewn; and on this day offer for sale, at public vendue and outcry, at the court house door, in Georgetown, between the hours of ten o'clock A. M. and 4 P. M., the lands in the bill mentioned, and then and there, in an open and public manner, struck off and sold the same to Victor King, for the sum of three hundred dollars, being the highest and *bider* therefor, and that sum being more than two-thirds of its appraised value.

JAMES LOUDON,
Sheriff, B. C. O.

NOVEMBER 5th, 1827.

And the proceedings of said sheriff relative to said sale having been inspected by the court, and found regular and according to law, do now confirm the same, and order and direct the said sheriff, James Loudon, to convey said land, duly executed and delivered, to Victor King, the purchaser. It is further ordered and decreed, that, after paying the

costs of this suit out of the proceeds of said land, that the sheriff pay over the same to the persons entitled thereto, and file the bonds taken for the balance of the purchase money with the clerk of this court, and that the clerk make a record of the said petition and proceedings.

Clerk's fees, $4 11; sheriff, Loudon, $10 93; docket fee, Wills, attorney, $5 00; commissioner's fees, $4 50; printer, a'ment, $2 87½; total, $27 42½.

The State of Ohio, Brown county, ss:

I, A. C. Stewart, clerk of the court of common pleas within and for the county and State aforesaid, hereby certify, that the foregoing is truly taken and copied from the records of the proceedings of the court of common pleas within and for the said county of Brown.

In testimony whereof, I hereto subscribe my name, and affix the seal of said court, this 19th day of June, A. D. 1841.

[SEAL.] A. C. STEWART, *Clk. B. C. P.*

I, Owen T. Fishback, president judge of the tenth judicial circuit of the courts of common pleas of Ohio, composed of the counties of Fayette, Highland, Adams, Brown, and Clermont, hereby certify, that A. C. Stewart was, on the 19th day of June, 1841, clerk of the court of common pleas of said county of Brown, and that his certificate of that date, to the hereto attached record, in the case of Absalom King and wife against James Wilson and others, is in due form of law.

Given under my hand, this 2d day of July, 1841.

OWEN T. FISHBACK.

And afterwards, to wit, at this same term, to wit, on Saturday, the 23d day of July, anno domini one thousand eight hundred and forty-two, this cause coming on to be heard upon the bill, answers, exhibits, and depositions, and the arguments of counsel being heard, the court take this cause under advisement until the next term of this court, and this cause is continued.

And now, at this day, to wit, the time and place first herein aforesaid mentioned, to wit, on Thursday, the 29th day of December, anno domini one thousand eight hundred and forty-two:

Decree.

"This cause coming on to be heard on the bill, answer, replication, testimony, and exhibits, and being argued by counsel, and the court being fully advised of the same, are of opinion that the law and equity of the case is with the defendants; and do hereby order, adjudge, and decree, that the bill of the complainants be dismissed. And it is further ordered and decreed, that the complainants pay the costs of this suit within sixty days, and in default thereof that execution issue therefor as on judgments at law."

And afterwards, to wit, at the July term of said court, to wit, on the sixth day of said month, anno domini one thousand eight hundred and forty-three, came the complainants, by Messrs. Scott and Ewing, of

counsel, and prayed an appeal, which is allowed, upon the filing of a bond, with a penalty of fifteen hundred dollars, according to law, within one hundred and twenty days, with Josiah Lawrence and Charles Rowe as security, who are approved as such, the court being satisfied of their sufficiency, and that the property in controversy exceeds two thousand dollars in value.

And afterwards, to wit, at the December term of said court, A. D. 1843, on motion of the complainants' counsel, and it appearing to the satisfaction of the court that the said complainants have failed to give bond within the time prescribed on the appeal, allowed at the last term of this court, the court extend the time for thirty days from the rising of this court.

And afterwards, to wit, at the December term of said court, A. D. 1844, came the complainants, by John W. Andrews, of counsel, and prayed for an allowance of an appeal from the decree rendered in this cause to the Supreme Court of the United States, and the court being satisfied that the value of the property in controversy exceeds the sum of two thousand dollars, it is ordered that the appeal be allowed upon the complainants' entering into bond with security, in the sum of $1,500, conditioned according to law; and thereupon the said complainants entered into bond accordingly, with Charles Roe as security, which is approved by the court.

Know all men by these presents, that we, Theodore Lewis and Charles Roe, are held and firmly bound unto John Baird, for the use of himself and William Moore, James W. Campbell, Thomas Jennings, Isaac E. Day, Duncan Evans, William King, Victor King, Samuel King, Absalom King, and Christian Snediker, in the sum of fifteen hundred dollars, to the payment of which, well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors, and administrators. Sealed with our seals, and dated this 27th day of December, A. D. 1844.

The condition of this obligation is such, that whereas Theodore Lewis, Peter K. Wagner, and Sidonia Pierce Wagner, his wife, John Lawson Lewis, Louisa Maria Lewis, Eliza Cornelia Lewis, Alfred J. Lewis, John Hampden Lewis, Algernon Sidney Lewis, George Washington Lewis, Benjamin Franklin Lewis, John Bowman, and Mary Pierce Bowman, his wife, and George C. Thompson, have taken an appeal from a certain decree rendered in favor of the said John Baird, William Moore, James W. Campbell, and others, in the circuit court of the United States, within and for the seventh circuit and district of Ohio, in a suit wherein Theodore Lewis and others were complainants, and John Baird and others were respondents, at the December term thereof, A. D. 1842, to the Supreme Court of the United States.

Now, if the said Theodore Lewis shall pay the full amount of the